NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and **[Insert at award stage]**
(Reg No. _____)

for **Provision of Health and Safety Spotters during Outages on an "as and when required bases" at Tutuka Power Station for a period of 60 Months.**

Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	**[●]**
Part C2	**Pricing Data**	**[●]**
Part C3	**Scope of Work**	**[●]**

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

		No of pages
C1.1	**Form of Offer and Acceptance**	**[●]**
	[to be inserted from Returnable Documents at award stage]	
C1.2a	**Contract Data provided by the *Employer***	**[●]**
C1.2b	**Contract Data provided by the *Contractor***	**[●]**
	[to be inserted from Returnable Documents at award stage]	
C1.3	**Proforma Guarantees**	**[●]**

C1.1 Form of Offer & Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Provision of Health and Safety Spotters during Outages on an "as and when required bases" at Tutuka Power Station for a period of 60 Months

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	**R [●]**
	Sub total	**R [●]**
	Value Added Tax @ 15% is	**R [●]**
	The offered total of the amount due inclusive of VAT is[1]	**R [●]**
	(in words) **[●]**	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

[1] This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer*'s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)		
Name(s)		
Capacity	**Power Station General Manager**	
for the *Employer*	*Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg*	
Name & signature of witness		Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	**[●]**	**[●]**
2	**[●]**	**[●]**
3	**[●]**	**[●]**
4	**[●]**	**[●]**
5	**[●]**	**[●]**
6	**[●]**	**[●]**
7	**[●]**	**[●]**

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:	**For the *Employer***
Signature		
Name		
Capacity		**Power Station General Manager**
On behalf of	*(Insert name and address of organisation)*	*Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg*
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[•]**
	Fax No.	**[•]**
10.1	The *Service Manager* is (name):	**[•]**
	Address	**[•]**
	Tel	**[•]**

[2] Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	Fax	**[●]**
	e-mail	**[●]**
11.2(2)	The Affected Property is	**Tutuka Power Station**
11.2(13)	The *service* is	**Provision of Health and Safety Spotters during Outages on an "as and when required" basis at Tutuka Power Station for a period of 5 years.**
11.2(14)	The following matters will be included in the Risk Register	• **Unavailability of Safety Spotters** • **Deficiency in skills** • **Safety Incidents** • **Industrial Action** • **Community Unrest**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**18 hours**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**1 week of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**The Contract Signature date**
30.1	The *service period* is	**60 Months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**The 25th day of each month, or the next working day where the 25th falls on a weekend or public holiday, or upon completion of each Task Order, as applicable.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**60 days**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South**

		Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	**Tasks or Scope of Work not included in this contract or appendices or annexures after contract award**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
9	**Termination**	**NEC3 TSC Core Termination Clauses will be applied during Termination.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Not Applicable**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a**

		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Standerton, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X2	**Changes in the law**	**of the Republic of South Africa is a compensation event if it occurs after contract award**
X17	**Low service damages**	
X17.1	The *service level table* is in	**Appendix A**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than	

	the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** **loss of or damage to property (other than the *Employer*'s property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**The end of the *service* period.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**24 hours of receiving a Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his *subContractor*s abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties*,* the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

accepts that the *Employer* may appoint him as the "Principal *Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property.

warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in

this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractor*s, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or *SubContractor*s or *SubContractor*'s employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or *SubContractor*s or the *SubContractor*'s employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the *Services* for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the *Services* for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z _12 .1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimum li of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document

General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the *Services* conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the *Services*, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the *Services*, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the *Services*, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2b Contract Data

Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The *price list*	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms 11 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for *Services* Provided to Date is the total of

the Price for each lump sum item in the Price List which the *Contractor* has completed and
where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*'s plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering *Contractor* needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering *Contractor*s should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor:*

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;

- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering *Contractor*.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering *Contractor* enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering *Contractor* enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 The *Price list*

Description	UOM	Quantity (For 20 outages)	Rates	Total
Preliminaries & General				
Site establishment				
Offices	Sum	1		
Ablution Facilities	Sum	1		
Consumables	Sum	20		
Site de-establishment	Sum	1		
Time related Preliminaries & General				
Offices	Monthly	60		
Ablution Facilities	Monthly	60		
Tools & consumables	Monthly	60		
Personal Protective Equipment				
Flame resistant and reflective overalls	Each	480		
Class A hard hats	Each	240		
Thermal Reflective Jackets	Each	240		
SNR 25 rated earplugs/muffs and similar ear protection	Each	240		
Steel toe safety boots (SABS Approved)	Each	240		
FFP2 rated Dust mask or higher without Valve (SABS Approved)	Each	30636		
Antifog Safety goggles	Each	240		
Health and safety file per Outage	No	20		
Police Clearance per outage	No	240		
Core Crew				
Normal Monday to Friday				
Health, Safety and Environmental Spotters	Hours	113472		
Normal Overtime and Saturday @ 1,5				
Health, Safety and Environmental Spotters	Hours	9996		
Sundays and Public Holidays @ 2.0				
Health, Safety and Environmental Spotters	Hours	11844		
Nightshift allowance				
Health, Safety and Environmental Spotters	Hours	61272		
			TOTAL Excl. VAT	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*’s Service Information	
C3.2	*Contractor*’s Service Information	
	Total number of pages	

C3.1: *EMPLOYER*'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Each outage presents a complex and dynamic operational environment characterised by increased work activities, the presence of multiple *Contractor*s, concurrent execution of tasks, and increased exposure to operational, environmental, and safety risks. The interaction between personnel, mobile plant, lifting operations, energized equipment, and high-traffic work areas requires effective safety management controls to ensure risks are identified, managed, and mitigated.

In accordance with the requirements of this Contract, the *Contractor* shall provide suitably qualified and competent Safety Spotters during outage activities to support safe work execution. The Safety Spotters shall be deployed at designated work areas to provide continuous monitoring, assist with hazard identification, maintain awareness of changing site conditions, and support the prevention of incidents arising from plant movements, equipment operations, and interactions between work parties.

This Scope of Work defines the requirements, duties, responsibilities, and coordination arrangements applicable to the Safety Spotters to be provided by the *Contractor* during outage activities in accordance with the Service Information. The *Contractor* shall ensure that suitably qualified and competent Safety Spotters are provided, managed, and deployed as required to support the safe execution of the Services.

The Safety Spotters shall assist in the identification of hazards, monitoring of work activities, control of interfaces between personnel, mobile plant, equipment, and operational areas, and the implementation of required safety measures. The *Contractor* remains responsible for complying with all applicable legislation, *Employer* requirements, and site-specific procedures, and for ensuring that the provision of Safety Spotters contributes to the safe delivery of the Services, minimisation of risks, and prevention of incidents throughout the outage period.

1.2 *Employer*'s requirements for the service

The *Employer* requires the *Contractor* to provide Health and Safety Spotter services during outage activities to support the safe execution of the Services and ensure effective monitoring and control of safety risks across all active work fronts.

The *Contractor* shall provide a total of twelve (12) Health and Safety Spotters to operate continuously on a 24-hour basis for the duration of the outage.

The resources shall be deployed in two (2) shifts, as follows:

- Day Shift : 06:00 to 18:00
- Night Shift : 18:00 to 06:00

The *Contractor* shall manage the deployment of resources to always ensure continuous Health and Safety Spotter coverage. Adequate arrangements shall be implemented to ensure effective shift handovers, continuity of safety monitoring, and availability of sufficient personnel onsite. Lunch and other breaks shall be staggered to ensure that the required number of Spotters remain available and operational throughout each shift.

The *Contractor* shall provide suitable and reliable transportation arrangements to ensure that all Health and Safety Spotters arrive at and depart from the Site safely, timeously, and fit for duty. Transport arrangements shall be managed to prevent delays, absenteeism, or disruption to the required service coverage.

The *Contractor* shall ensure that all Health and Safety Spotters deployed under this Contract are suitably qualified, competent, experienced, and capable of performing the required duties within a power station outage environment. The minimum competency requirements shall include one or more of the following:

All Health and Safety Spotters shall demonstrate knowledge and understanding of:

- The Occupational Health and Safety Act and applicable regulations
- Environmental legislation and requirements

- Quality management standards
- Site-specific safety procedures and requirements.

In addition to technical competency, the *Contractor* shall ensure that Health and Safety Spotters possess the required behavioural competencies necessary to effectively perform their duties in a high-risk outage environment. The required attributes include, but are not limited to:

- Strong situational awareness
- Effective verbal and written communication skills
- Ability to work collaboratively with multiple work teams
- Ability to remain calm and make sound decisions under pressure
- Integrity and accountability
- High attention to detail
- Problem-solving ability
- Conflict resolution skills
- Willingness and ability to learn and adapt to changing site conditions.

The *Contractor* shall remain responsible for ensuring that all Health and Safety Spotters provided under this Contract are competent, adequately resourced, and capable of supporting the *Employer*'s safety objectives and the safe delivery of the Services throughout the outage period.

1.2.1 Purpose

The HSE Spotters are intended to reinforce the site's proactive safety strategy during the outage. With increased personnel, high-risk tasks, and complex logistics expected throughout the outage period, the presence of dedicated spotters serves as a critical control measure to maintain situational awareness and ensure adherence to Health, Safety, and Environmental (HSE) standards.

By integrating trained safety spotters into daily operations, the facility aims to:

- Prevent incidents through real-time hazard detection and intervention
- Enhance coordination between work teams and safety personnel
- Support continuous compliance with permit conditions and safe work procedures
- Improve environmental stewardship through vigilant observation and reporting
- Foster a safety-conscious culture that prioritizes accountability and worker protection

This targeted deployment forms a vital component of the outage's overall risk management framework, helping safeguard lives, equipment, and operational continuity.

1.2.2 Scope of Work

The primary role of Health, Safety, and Environmental Spotters during outages is to support the proactive identification, communication, and mitigation of workplace hazards. Operating across various high-risk areas, their scope of work ensures continuous safety vigilance and compliance with established protocols.

1.2.2.1 Key Responsibilities:

- Hazard Identification & Reporting:

  Monitor work zones to detect unsafe acts, conditions, or potential environmental risks, and report them promptly to relevant supervisors or SHEQ representatives.

- Proximity Risk Control:

  Assist in guiding personnel and equipment in congested or restricted zones—especially around moving machinery, vehicles, or energized systems.

- Permit and Work Compliance Oversight:

  Support verification of task execution against issued permits and method statements, ensuring alignment with safe work procedures.

- Safety Communication & Intervention:

Act as the first line of intervention in real-time safety deviations, ensuring that unsafe activities are stopped, and corrective actions are initiated.

- Coordination During Critical Activities:

  Provide continuous safety oversight during high-risk operations, including lifting tasks, confined space entry, hot work, and work at heights.

- Environmental Awareness:

  Observe activities for potential environmental impacts such as waste mismanagement, improper disposal practices, or non-compliance with spill containment protocols.

- Documentation Support:

  Record spotter observations, daily check-ins, and incident near-miss data to support audit trails and safety performance evaluations.

1.2.2.2 Hazard Identification and Monitoring

- Continuously assess the work area for potential hazards (e.g., overhead loads, moving vehicles, unstable terrain).
- Monitor environmental conditions that may impact safety (e.g., poor visibility, weather changes).

1.2.2.3 Operational Guidance

- Direct equipment operators during blind manoeuvres, reversing, or tight-space navigation.
- Use standardized hand signals or radio communication to guide movements safely.

1.2.2.4 Proximity Control

- Maintain safe distances between workers and operating equipment.
- Prevent unauthorized personnel from entering hazardous zones.

1.2.2.5 Emergency Readiness

- Remain alert to intervene immediately in case of unsafe conditions or emergencies.
- Know the location of emergency equipment and evacuation routes.

1.2.2.6 Compliance Oversight

- Ensure all personnel within the work zone are wearing appropriate PPE.
- Verify adherence to site-specific safety procedures and permit-to-work conditions.

1.2.2.7 Documentation and Reporting

- Record observations, near misses, and unsafe behaviours.
- Report incidents or deviations to the responsible supervisor or safety officer.

1.2.2.8 Communication and Coordination

- Maintain clear and continuous communication with operators, supervisors, and other spotters.
- Coordinate with other safety personnel during complex or multi-*Contractor* operations.

1.2.2.9 Constraints on how the *Contractor* provides the service

- The *Employer* reserves the right to have any of the *Contractor*'s personnel removed off site without cancelling the contract if, in the *Employer*'s opinion, it is warranted.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The *Employer* reserves the right to have any of the *Contractor*'s personnel removed off site without any compensation in the event of *Contractor*'s personnel being in contravention with the OHS Act or any other *Employer*'s Rules, Regulations and Procedures
- The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- The *Contractor* must submit valid, certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor*'s cost, in the event that the employee has to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- Early warning raised by *Contractor* for any deviations on timelines or schedule to be sent to *Service Manager* for approval.
- All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The contract will strictly be in accordance with the NEC TSC3. Early warnings, compensation events etc. are to be notified to the delegated personnel such as *Service Manager*.
- The *Contractor* complies with all site regulations issued by the *Employer*.
- Care must be taken to prevent damage to any surroundings such as plant, roads, or equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer*'s premises.
- The *Contractor* and his employees may only smoke in the allowed / dedicated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.
- Repeated serious criminal acts by *Contractor*'s staff will be grounds for the cancellation of this contract.
- The *Contractor* will be required to clean and remove any debris and rubble arising from any work done under any agreement originated from this contract to ensure that the *Employer*'s premises are left in a clean condition.
- All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Contractor* is not allowed to start any work on site before the *Employer*'s representative has issued the relevant working permits and ensured it is safe to work on.
- All material, equipment, and tools necessary to carry out the specific scope shall be supplied by the *Contractor*.

1.2.3 Special Requirements

- Risk assessments must be completed before each task.
- The *Contractor* shall comply to Eskom Lifesaving rules.
- Eskom safety, quality, and outage meetings to be adhered to – teams or in person
- The *Contractor* will comply within Eskom Quality Standard's.
- Site conditions will be according to the Eskom and Safety regulations standards.
- Audits on *Contractor* will be done on a frequent basis.
- 4 x BSO evaluations to be done each month
- All Eskom Safety Regulations must be adhered to.
- Eskom Transport procedures to be always adhered to
- The *Contractor* to have and comply to the following documents: -
- Quality Management System Requirements ISO 9001: 2015 version
- Valid Certification of Quality Management System by an ISO accredited body
- The *Contractor* to be ISO 9001: 2015 certified

1.2.4 General *Contractor's* Obligations

The *Contractor* Perform Quality Assurance activities on Outages, Projects, and Maintenance activities as-and-when requested.

- Working hours is Eskom working time and overtime might be required depending on the workload.
- A request for absence from the workplace must be negotiated with Eskom. In periods of absence a negotiated substitute will replace the absentee.
- Should the *Contractor* need to bring in extra people under its control, this must be communicated with the *Service Manager*.
- In case of a *Contractor*'s employee (Quality Inspector) leaving work or terminating His/her contract for any reason, The *Contractor* shall ensure the employee is replaced within 2 weeks.
- All records will be seen as Eskom property and may not be used for other companies.
- Any deviations to the program / plan to be communicated within eight hours.
- The *Contractor* will be working along with other *Contractor*s
- *Contractor* to supply own consumables
- Private calls and internet connection will be on the account of the *Contractor*
- The *Contractor* to provide proof of experience and qualifications for approval by *Service Manager*.
- The *Contractor* will report directly to the *Service Manager*.
- Audit on *Contractor* will be done on a frequent basis as per *Employer*'s Audit Plan.
- *Contractor* to make use of own facilities and provide own tea, coffee, sugar, etc.
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be adhered to.
- The *Contractor* will make use of the LAR system.
- Workers register and Risk Assessment Form must be completed before each task.
- Eskom required and relevant training for the services will be provided by *Employer*.
- All communications must be done electronically or printed and filed in *Service Manager*'s file.
- *Contractor* personnel to attend meetings as requested by the *Service Manager*
- Timesheets to be logged and signed by *Service Manager* and *Contractor*.
- All PPE to be provided by *Contractor* at own cost and must be SABS approved.

1.3 Interpretation and terminology

The following terminology are used in this Service Information:

Definition	Explanation
Safety Spotter	Is a trained individual whose primary role is to observe and assist workers during potentially hazardous tasks to prevent accidents and ensure compliance with safety protocols. Spotters are especially critical in environments where visibility is limited, equipment is in motion, or workers are exposed to high-risk conditions.
Safety Officer	Is a professional responsible for ensuring that an organization complies with health, safety, and environmental regulations. Their core mission is to protect workers, prevent accidents, and promote a culture of safety across all operations.
Interfacing	In a construction site context, interfacing refers to the coordination and interaction between different teams, *Contractor*s, systems, or phases of work to ensure smooth, safe, and efficient operations. It's all about managing the points of contact where responsibilities, activities, or systems overlap.
Risk Assessment	Is a systematic process used to identify potential hazards in a workplace or activity, evaluate the likelihood and severity of harm, and implement measures to eliminate or

	control those risks. It's a cornerstone of effective SHEQ management and a legal requirement under occupational health and safety regulations.
Appointed Operator	Means a person who has been trained and authorised in terms of Operating Regulations for High Voltage Systems to do operating in terms ORHVS.

The following abbreviations are used in this Service Information:

Abbreviation	Explanation
HIRA	Hazard Identification and Risk Assessment
VFL	Visibly Felt Leadership
DSTA	Daily Safety Task Assessment conducted before a task is performed.

2 Management strategy and start up.

2.1 The *Contractor*'s plan for the *service*

The *Contractor* submits a Service Plan demonstrating how it will execute the Services in accordance with the Scope for the duration of the Contract.

The plan includes:

- A programme showing when the *Contractor* plans to Provide the Services.
- The resources to be used to Provide the Services, including personnel, competencies, supervision, plant, and equipment.
- The *Contractor*'s measures for compliance with health, safety, and environmental requirements, including site procedures and statutory obligations.
- The processes for identifying and managing risks associated with Providing the Services.
- The reporting, record keeping, and notification requirements in accordance with the Contract.

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off	Tutuka Power Station	*Employer, Contractor and Supervisor*
Progress Meeting	Weekly	Tutuka Power Station	*Employer, Contractor and Supervisor*
Safety Meeting	Monthly	Tutuka Power Station	*Employer, Contractor and Supervisor*
Technical and Risks Meeting	Weekly	Tutuka Power Station	*Employer and Contractor*
Compensation Events Meeting	As and when required	Tutuka Power Station	*Employer, Contractor and Supervisor*

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 *Contractor*'s management, supervision and key people

- The *Contractor* provides suitably qualified and sufficient employees to provide the Service in accordance with the Contract.
- The *Contractor* submits an organogram showing key people, their roles, responsibilities, and lines of authority and communication. The *Contractor* notifies the *Service Manager* of any proposed change to key people.
- The outage shall require a total of twelve (12) Health and Safety Spotters working 24 hours daily split into two shifts from 06:00 to 18:00 and 18:00 to 06:00. The resources shall be managed so that there is sufficient hand-over between shifts, and that there is always Spotters onsite meaning that lunch breaks should be staggered. The resources shall also provide transport to ensure that the spotters arrive to and from work early and safely.

2.4 Provision of bonds and guarantees

- Not applicable for this contract

2.5 Documentation control

- The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.
- Any required service will be communicated to the *Contractor* via a Task Order.
- The *Employer* will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.
- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply, and other communication required by this contract shall be communicated in a form that can be read, copied, and recorded.
- All written communication shall be in the language of this contract.
- All communications must be printed and filed in the *Service Manager*'s file.
- All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.
- Progress shall be discussed, compiled, and submitted to *Service Manager* as and when required.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager*'s payment certificate.

The *Contractor* shall include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*
- The contract number and title
- *Contractor*'s VAT registration number

- The *Employer*'s VAT registration number 4740101508
- Description of service provided for each item invoiced based on the Price List
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Purchase order number

Procedures for invoice submission and payment (i.e. electronic payment instructions)

- A service/goods assessment must be completed and signed by both parties, preferably not later than the 10th of each month.
- Thereafter, an invoice reflecting the Contract number, Purchase Order (PO) number, preferably together with the GR/SE (Goods receipt/service entry) number, should be emailed (as above) to Eskom shared services by the 15th of each month. The detailed invoice breakdown should reflect the base values (at original contract rates) and a separate column reflecting CPA portion (where CPA arises).
- A signed CPA verification report must be attached with the invoice (where CPA applies).
- It would also suffice to invoice the CPA portion separately i.e., separate into 2 invoices (base contract amount, and CPA portion amount). The CPA invoice must also include the same PO & GR/SE number.

2.7 Contract change management

- Where the *Contractor* undertakes Name Changes, Mergers, Acquisitions, or Cessions, the *Employer*'s procedures must be followed (Eskom Procurement and Supply Management).
- The *Contractor* shall not cede, delegate, or assign any of its rights or obligations to any third party without the prior written consent of the *Employer*.
- Changes to the Service Information shall be managed in accordance with the contractual procedures.
- Any decision made by the *Employer* or its representatives can be changed or revised only through formal communication in accordance with the contract.

2.8 Records of Defined Cost to be kept by the *Contractor*

- The *Contractor* shall keep full, accurate, and auditable records of all Defined Costs, in accordance with the contract. These records must be detailed enough to verify costs and support assessments.
- The *Employer* has the right to inspect, audit, and verify these records at reasonable times with prior notice. The records are important for controlling costs, checking compensation events, and managing the project.
- If the *Contractor* does not keep proper records or refuses access, it could delay payments or lead to other corrective actions.

2.9 Insurance provided by the *Employer*

- As per Clause Z12

2.10 Training workshops and technology transfer

- Not applicable

2.11 Design and supply of Equipment

- The *Contractor* to provide all tools and equipment necessary to perform the required service
- The *Contractor* takes full liability for the use of all equipment in the execution of Services for this contract.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

2.12 Things provided at the end of the *service period* for the *Employer*'s use

2.12.1 Equipment

- None

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- On Completion of contract the *Contractor*s safety file will be hand over to the *Service Manager* and will be saved for 10 Years after completion / termination of the contract.
- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.
- As per clause 70.2 to provides other things as stated in the Service Information.
- The *Contractor*s Health and safety file is to be submitted for approval to the *Employer*'s Safety Officer before contract commencement and must be kept up to date at all times.

2.13 Management of work done by Task Order

- Task Orders / Purchase Orders serve as the official instructions to commence work.
- No work shall begin until a Task Order / Purchase Order has been issued, finalized, accepted, and signed by both the *Employer* and the *Contractor*.
- The Task Order, and Purchase Order will be generated and processed via the SAP PM system.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the SHE Specification 14RISK SRM-084.

a) All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor.*
b) A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor.*

***Contractor* SHEQ Policy**

All *Contractor*s shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS: -

a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
b) The SHE plans must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plans to the client for approval prior to commencement of work.
c) The SHE plans must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor.*

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

a) SHEQ Policy 32-727
b) *Contractor* Health and Safety Requirements 32-136
c) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
d) Live-saving Rules 240-62196227
e) Working at Heights 32-418
f) The *Employer's* Vehicle Safety Specifications 32-345
g) Scope Specific *Contractor* SHEQ Specifications

Site Regulations and Procedures

The latest revision Tutuka Power Station Site Regulations form part of this contract.
Copies of these procedures are available on request.
(Any additional site regulations implemented will be applicable)
Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

No *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors.*

a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

   The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer.*

   All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractor*s or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employer*s Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer,* But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.

All *Contractor* personnel must have First aid and firefighting training.

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time.

Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5 Fire protection

Ensure that the *Contractor* trains and appoints a fire warden.

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Incident Management Procedure to be adhered to – 32-95

3.1.7 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment. Please note: All incidents must be investigated and closed within 10 days.

NOTE: This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.8 Occupational Health and Safety Act 85 0f 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

3.1.9 The *Contractor* appoints a person who liaises with the *Employer*'s Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
b) Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
b) refuse any employee, *SubContractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's Safety* and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer.*

3.1.10 Safety Regulations of the *Employer*

- The *Contractor* conforms to the *Employer's* Plant Safety Regulations
- The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.1.11 Barricading / Screens and Scaffolding:

Where applicable, the *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

Where applicable, the *Employer* will supply scaffolding. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* must be notified of any adjustments.)

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be

contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department.

It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to the *Service Manager* within 1 week after Completion of each activity or task

a) QCP and contract quality plan standards as per QM 58 to be adhered to
b) The *Contractor* must provide Quality Control Plan documents for approval by Eskom *Service Manager* performing any activity.

Information in the quality plan

(a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
(b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
(c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
(d) The *Employer* shall have the right to conduct surveys and perform surveillance of the *Contractor*'s facilities to
(e) The *Employer* reserves the right to inspect any or all of the work. Verification by the *Employer* shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
(f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by The *Employer* shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously

monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.

(g) The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.

(h) Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.

(i) The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.

(j) The *Contractor* shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* intends to perform the Contract.

(k) The *Contractor* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

(l) The *Employer* reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* to confirm the Quality evaluation

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

(a) The *Contractor* shall submit the names, positions, and roles of all relevant personnel to the *Service Manager*.

(b) Only trained, skilled, and suitably qualified personnel who are competent to perform the required work shall be deployed on site.

(c) All new staff appointments shall be made in writing.

(d) All new staff shall undergo the required induction training prior to commencing work.

(e) Any replacement of personnel shall be on a like-for-like basis in the same discipline, supported by proof of qualifications and a curriculum vitae.

(f) Where one or more of the *Contractor*'s personnel are required to leave site for reasons other than sick leave or annual leave, such personnel shall be replaced immediately with personnel of equivalent skill level, qualifications, and experience.

(g) All new staff shall be approved by the *Service Manager* prior to entering site or commencing work.

(h) For all new staff members, the *Contractor* shall submit copies of their qualifications and all relevant supporting documentation to the *Service Manager* for verification.

(i) Where personnel changes occur, a new Access to Work form shall be completed by the *Contractor*.

(j) Only the approved and specified number of personnel shall be permitted on site at any time, subject to prior arrangement with the *Service Manager*

4.1.1.1 Minimum Qualification requirements for people employed by the *Contractor*.

The *Contractor* shall ensure that only trained, qualified, and competent personnel are employed to execute and deliver the Works. All personnel assigned to the Contract must possess appropriate qualifications, proven skills, and relevant experience commensurate with their allocated duties, and must be capable of performing their tasks safely, efficiently, and in accordance with the Scope, applicable statutory requirements, and *Employer* standards.

The minimum qualification requirements for Health and Safety Spotters:

- Grade 12 + SHEMTRAC/SAMTRAC or equivalent with 3 years of experience in Health and Safety (Power Station related experience). A National Diploma (NQF Level 6) or more in Health and Safety and Environmental Management will be advantageous.

Relevant knowledge and Certifications

- HSE Rep, HIRA, Incident Investigation, Confines space, Fall protection plan and Work at heights Certificates
- Knowledge of Occupational Health and Safety Act, Environmental regulations and Quality standards (ISO 9001, 14001 and 45001).
- Beyond technical know-how, their effectiveness hinges on strong soft skills that foster vigilance, communication, and teamwork. The desired candidate should have the following attributes:

- Situational Awareness, Clear communication, Team collaboration, Calm under pressure, Integrity and Accountability, Attention to detail, Problem-solving, Conflict resolution and willingness to learn.

4.1.2 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable

4.1.3 BBBEE and preferencing scheme

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

A Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 80 for price
- Scores 0 points out of 20 for specific goals

4.2 Subcontracting

4.2.1 Preferred sub*Contractor*s

- No preferred sub*Contractor*s are identified for this contract.
- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall not subcontract any part of the service without the prior acceptance of the *Service Manager*. Any proposed

subcontracting shall be submitted to the *Service Manager* for approval, and such approval shall not relieve the *Contractor* of any of its obligations under the Contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall submit full details of any proposed sub*Contractor* to the *Service Manager* for acceptance prior to the award of any subcontract.

  The submission shall include, as a minimum:

  - The scope of work to be subcontracted.
  - The proposed sub*Contractor*'s company profile.
  - Proof of relevant experience and technical competence.
  - Copies of applicable registrations, certifications, and statutory compliance documents.
  - B-BBEE status level certificate or sworn affidavit, where applicable; and
  - Any other information reasonably required by the *Service Manager* to assess suitability.

- The *Contractor* shall carry out a fair and transparent assessment of subcontract tenders and shall demonstrate, upon request, that sub*Contractor*s have been selected based on competence, capability, compliance, and value for money.
- Acceptance by the *Service Manager* of any sub*Contractor* shall not relieve the *Contractor* of any responsibility or liability under the Contract.

4.2.3 Limitations on subcontracting

- Sub-Contracting will only be allowed with a written permission from the *Service Manager* only
- The *Contractor* shall remain fully responsible for the provision of the service and for the performance of any sub*Contractor* in accordance with Clause 26.3 of the NEC3 Term Service Contract.
- Subcontracting shall be subject to the following limitations:
  - No subcontracting shall be undertaken without the prior acceptance of the *Service Manager*.
  - The *Contractor* shall not subcontract the whole of the service.
  - Subcontracting shall not compromise safety, quality, programme, or contractual obligations.
  - The *Contractor* shall ensure that all sub*Contractor*s comply with the conditions of the Contract, including Health and Safety, environmental, and site-specific requirements; and
  - Any subcontracting undertaken without acceptance by the *Service Manager* may be treated as a breach of contract and may result in associated costs being treated as Disallowed Cost in terms of Clause 11.2(6).

4.2.4 Attendance on sub*Contractor*s

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall provide all necessary management, supervision, coordination, and attendance on sub*Contractor*s to ensure that the service is provided in full compliance with the Contract.
- Attendance on sub*Contractor*s shall include, but not be limited to:

  - Overall management, direction, and supervision of sub*Contractor*s' activities.
  - Coordination of sub*Contractor*s with the *Contractor*'s own personnel and other *Contractor*s on site.
  - Provision of site access arrangements, inductions, and supervision.
  - Monitoring of performance, quality, safety, and compliance with the Contract; and
  - Ensuring that sub*Contractor*s comply with all Health and Safety, environmental, and site-specific requirements.
- The *Contractor* shall be fully responsible for the acts, omissions, and performance of its sub*Contractor*s. Any costs associated with attendance on sub*Contractor*s shall be deemed to be included in the Prices and no additional payment shall be made unless expressly provided for under the Contract.

4.3 Plant and Materials

4.3.1 Specifications

- A task-specific risk assessment shall be completed and approved prior to the execution of any works/activities.
- No repair or maintenance work shall commence until the relevant Quality Control Plan (QCP) has been reviewed and approved by the *Employer*.
- The *Contractor* shall attend all hold points and witness points and shall ensure that all intervention points are witnessed in accordance with the approved QCP for each activity.
- The *Contractor* shall be responsible for the transportation, handling, protection, and safekeeping of all plant, equipment, and materials required to provide the service.
- Plant, equipment, materials, and spares provided under this Contract shall be used exclusively for the purposes of this Contract and shall not be used for private purposes or at any other Eskom sites.
- All work and quality control activities shall be carried out in accordance with the *Employer*'s applicable standards, procedures, site regulations, and all relevant statutory requirements.
- All inspection records, check sheets, and quality documentation shall be completed, updated, signed, and submitted to the *Employer*'s Supervisor as objective evidence of compliance with the approved QCP.
- All works shall be inspected and accepted by a person delegated by the *Employer* prior to being deemed complete.

4.3.2 Correction of defects

- Not applicable

4.3.3 *Contractor*'s procurement of Plant and Materials

- The procurement of equipment or materials required for the service shall be the responsibility of the *Contractor*.
- The *Contractor* shall provide, at its own cost, all consumables necessary for the provision of the service, unless otherwise stated in the Contract.

4.3.4 Tests and inspections before delivery

- Not applicable

4.3.5 Plant & Materials provided "free issue" by the *Employer*

- None

4.3.6 Cataloguing requirements by the *Contractor*

- Not applicable.

5 Working on the Affected Property

- The *Contractor* shall execute the Works in accordance with the NEC3 Term Service Contract and comply with all *Employer* site regulations, safety standards, and statutory requirements.
- The *Contractor* shall submit the Curriculum Vitae, qualifications, certificates, and competency records of all personnel prior to commencing work on site.
- The *Contractor* shall be responsible for all legislative and safety training required for its personnel.
- The *Contractor* shall ensure that all personnel conduct themselves in a safe, proper, and orderly manner while on the *Employer*'s premises.
- The *Contractor* shall prevent damage to existing plant, roads, buildings, equipment, and surrounding infrastructure during execution of the Works.
- The *Contractor* shall clean and remove all debris, rubble, waste material, and redundant materials arising from the Works and leave the site in a clean and safe condition.
- All materials, equipment, tools, and resources required to execute the Works shall be supplied by the *Contractor*.

- The *Contractor* shall immediately notify the *Service Manager* of any unforeseen conditions, additional services, or delays that may affect the Works.
- The *Employer* reserves the right to remove *Contractor* personnel from site or request corrective action in cases of misconduct, unsafe behaviour, incompetence, or non-compliance with *Employer* or statutory requirements.
- Repeated non-conformances, serious misconduct, or criminal acts may result in removal from site or termination of the contract.

5.1 *Employer*'s site entry and security control, permits, and site regulations

- All personnel shall complete site induction and obtain the required access permits before entering the site or commencing work.
- Access to the plant and work areas shall be strictly controlled in accordance with the *Employer*'s procedures and Plant Safety Regulations.
- All personnel shall comply with the *Employer*'s Lifesaving Rules, security requirements, and Occupational Health and Safety requirements at all times.
- *Contractor* personnel shall carry valid access or identification cards at all times while on site.
- Unauthorized access and recruitment of personnel on site are prohibited.
- No work shall commence until the required permits have been issued and the work area has been declared safe by the *Employer*'s representative.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Hours of work

The *Contractor* shall ensure a 24-hour coverage split into two shifts from 06:00 to 18:00 and 18:00 to 06:00.

5.2.2 People restrictions, conduct and records

- The *Contractor* shall ensure that all personnel are suitably trained, qualified, competent, and authorised to perform the Works.
- The *Contractor* shall maintain all required personnel and competency records and make such records available to the *Employer* upon request.
- Personnel shall comply with all site access, permit, safety, and behavioural requirements while on site.
- The *Employer* reserves the right to remove any *Contractor* personnel from site for misconduct, unsafe behaviour, incompetence, or non-compliance with *Employer* or statutory requirements.

5.3 Health and safety facilities on the Affected Property

- The *Employer* shall provide the following health and safety facilities on the Affected Property:
    - A fully equipped Proto-Team available on each shift for emergency response.
    - A Medical Station with appropriately trained medical personnel on site at all times.
    - First aid boxes located in each workshop, maintained and stocked by the *Employer* in accordance with applicable regulations.
    - Annual induction training for all personnel to ensure awareness of site-specific health and safety procedures.
- In the event of an emergency, the Contract Supervisor and *Service Manager* must be notified immediately, and all personnel shall follow the *Employer*'s established emergency procedures.
- The *Contractor* shall ensure that all personnel are aware of these facilities, use them correctly, and comply with all associated health and safety procedures. Non-compliance with the *Employer*'s health and safety requirements may be treated as a Defect or breach under the NEC3 Term Service Contract.

First aid centre

- The *Contractor* provides a first aid service to his employees and Sub-*Contractor*s. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer*'s medical centre and facilities are available.
- Outside the *Employer*'s office hours, the *Employer*'s first aid services are only available for serious injuries and life-threatening situations.
- The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer*'s facilities

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractor*s shall comply with Eskom environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure that waste material is
- disposed in the correct bin.
- Eskom periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where Eskom and the *Contractor* have agreed that the *Contractor* is responsible for the
- Disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates filed.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer)* to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer.*

Handling of waste produced by the *Contractor*

- All waste introduced to and/or produced on the *Employer*'s premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: BN0621-16296-5.
- The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.
- The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer*'s site, the goods, services or work supplied also conforms to the *Employer*'s environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.
- Report / fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.
- Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of Others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

Monthly Progress report

A monthly progress report will be submitted to the *Service Manager*.
Completion

- Task Completion: Upon completion of each defined task or activity, the *Contractor* shall submit a Completion Certificate to the *Service Manager* in accordance with Clause 44 of the NEC3 Term Service Contract. The certificate shall confirm that the task has been completed in accordance with the Contract requirements, including the approved Quality Control Plan, health and safety procedures, and any other relevant *Employer* standards.
- Final Completion: At the end of the Contract period, the *Contractor* shall submit a Final Completion Certificate to the *Service Manager*, confirming that all services, obligations, and tasks under the Contract have been fully completed.
- The *Service Manager* shall review and accept the Completion Certificates in accordance with Clause 44.3, and any defects identified during review shall be addressed by the *Contractor* in accordance with Clause 42 (Correction of Defects) prior to acceptance of Final Completion.

Requirements for Completion.

- Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.
- The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

5.6 Records of *Contractor*'s Equipment

- *Contractor*'s equipment (Cell phones with Camera's, Computers, Camera's etc) to be declared and signed in at security.
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping

All equipment and appliances

All equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the *Employer*

- For the sole purpose of expediting the execution of the works, the *Employer* may make certain facilities, tools, and equipment available to the *Contractor* at no cost.
- The *Employer* may, at its discretion, allow the *Contractor* reasonable use of its workshops, cranes, tools, and other equipment necessary for the execution of the works, provided that such use does not interfere with the *Employer*'s operations or business activities.
- The *Contractor* shall ensure that all workshops, cranes, tools, and equipment used are returned in the same condition in which they were received, reasonable wear and tear excepted. The *Contractor* shall be liable for any damage caused by its personnel or sub*Contractor*s through negligence, misuse, or failure to comply with the *Employer*'s instructions.
- The *Contractor* shall ensure that any employee or sub*Contractor* operating hoist equipment or other machinery belonging to the *Employer* is duly authorized by the *Employer* and has received the necessary training or certification to operate such equipment safely.
- Where applicable, all rigging equipment with a lifting capacity exceeding five (5) tons shall be supplied by the *Employer* and may only be used under the direct supervision of the *Employer*'s designated personnel.
- Any other *Employer*-supplied equipment required by the *Contractor*, but not specifically listed in this Contract, shall be used only under the supervision and instruction of the *Employer*.
- The *Contractor* shall be responsible for ensuring compliance with all relevant safety regulations, *Employer* procedures, and statutory requirements while using any *Employer*-provided equipment. Any failure to comply may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable where applicable.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Electricity

- The *Employer* shall supply 220V AC and 380V AC power at existing connection points for the sole purpose of executing the works.
- All installations, connections, or equipment used by the *Contractor* shall comply with all relevant statutory and *Employer* safety regulations and standards.
- The *Contractor* shall supply its own 220V AC or 380V AC extension leads, adapters, or transformers as required.

Water

- The *Employer* shall supply potable water at existing points in reasonable quantities for the execution of the works.
- The *Employer* does not guarantee uninterrupted water supply, and any disruption shall not constitute grounds for compensation events under the Contract.

Facilities

- The *Employer* shall provide working spaces and areas, including basic facilities such as toilets, for use by the *Contractor* during the execution of the works.

Testing and Certification

- The *Employer* shall provide gas testing and environmental certificates where applicable, as required for compliance with statutory or Contract obligations.

Training

- The *Employer* shall provide all mandatory *Employer*-required training, including site inductions, for personnel prior to commencement of work on site.

Telecommunications

- The *Contractor* shall provide and maintain its own communication systems, including cell phones or radios, for use in areas with poor reception. All calls or internet usage shall be at the *Contractor*'s expense.
- Should the *Contractor* wish to use radio communication equipment on site, it shall obtain the necessary approvals from relevant authorities and coordinate with the Station Head of Security to ensure no interference with existing radio channels or equipment.

Accommodation and Meals

- The *Contractor* shall make its own arrangements for accommodation and meals for its personnel.

Scaffolding

- The *Employer* shall provide scaffolding where required.
- For non-emergency work, scaffolding requests must be submitted to the *Employer* at least two (2) days in advance to allow for planning and allocation.

General

- All *Employer*-provided services and facilities are supplied for the execution of the Contract only. The *Contractor* shall ensure that their use is limited to Contract purposes and shall comply with all relevant safety, statutory, and *Employer* regulations.
- Any misuse, damage, or failure to comply with the rules governing the use of *Employer*-provided services or facilities may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable as Disallowed Cost where applicable.

5.8.2 Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation services for all his employees, and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide its own refreshments, such as coffee, tea, sugar, and milk.
- Applications for access permits [Refer to procedure: Access Control at Eskom premises (32-1134)].
- All required computers and printer accessories.
- All required telecommunication systems and equipment, and associated costs of procurement and usage.
- All required PPE at own cost for all weather types, and it must be SABS approved and meet Eskom standards, including gloves and dust masks.
- Provide SABS-approved safety harnesses as per Eskom safety requirements; they must be inspected daily and logged.
- QCPs and certified letters to be provided as proof of previous similar activities done, and the *Contractor* shall further provide a detailed technical Method Statement regarding the scope of how the precipitator maintenance and inspection in all areas, as per the scope of work and requirements from the *Employer*, will be executed. This must form part of the tender returnables.

- The *Contractor* provides its own equipment to enable it to perform all work according to the scope of work.
- The *Contractor* provides all safety apparel, safety equipment, and cleaning materials to comply with the contractual requirements.
- The *Contractor* provides his own torches.
- The *Contractor* provides its own digital camera, which must be declared and approved by the *Service Manager*.
- The *Contractor* provides its own scanner, colour printer, and cartridges for work purposes only.
- The *Contractor* provides certified copies of IDs and qualifications of all its employees.
- The *Contractor* makes his own arrangements for accommodation and meals at own cost.
- *Contractor* to provide its own (380VAC 63 Amp) extensions. Extensions must be COC certified.
- *Contractor* to provide barricading for no-entry in work areas.
- The *Contractor* provides its own portable fire extinguishers.

Personal protective equipment (PPE)

- The *Contractor* supplies, maintains and ensures that its personnel always wear PPE as requires on site.
- The *Contractor* shall provide, keep on site and maintain protective clothing conforming to the *Employer*'s safety standards. PPE for all weather and plant conditions must be provided when required.

Parking Facilities

- No sheltered parking will be supplied.

Housekeeping

- The *Contractor*'s Equipment does not impair the operation of the plant or access to the plant.

Access permits

- All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

    - Name
    - ID Number
    - Company
    - Validity date

- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.
- The *Contractor* applies to the *Employer*s Protective Services for the issuing of permits.
- The *Contractor* submits his application at least 24 hours prior to entering the Security area. This
- application form must be delivered to Protective Services, or can be faxed to (017) 749 9168

The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer*'s Safety Co-ordinators signature.
- The *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

- The *Contractor*'s visitors and personnel shall conform to the security arrangements in force at the Site at all times.

- The Chief of Protective Services may, with valid cause, remove any of the *Contractor*'s personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.
- The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractor*s will supply protective services with their vehicle's registration numbers.
- No recruiting of casual labour may be done on the *Employer*'s premises, including the area outside the power station security gate.
- The *Contractor* obtains the access procedures, from the *Service Manager*, which may change depending on the prevailing security situation.

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant.
- Work Permit and Risk Assessment forms must be completed before commencing with any task, and these must be current at all times (i.e. (live documents)
- All relevant procedures to be used at all times.

5.10 Hook ups to existing works

The *Contractor* shall be responsible for all hook ups, connections, and integration of the Works to existing infrastructure, systems, equipment, and services where required to complete the Scope. All such work shall be carried out in accordance with the *Employer*'s requirements, approved procedures, applicable standards, and site-specific safety regulations

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Not applicable.

5.11.2 Materials facilities and samples for tests and inspections

- Not applicable.

6 List of drawings

6.1 Drawings issued by the *Employer*

Site layout drawings are available on request from the *Service Manager*.

7 Appendix A – X17: Low service damages

Item	Description of Task	Required Quality of Performance	Reason for Damages	Damages to be Implemented
Time Management and Attendance	Availability and punctuality of *Contractor* personnel	*Contractor* personnel shall report for duty at the agreed start time and remain available for the full duration of the required shift. A delay exceeding 30 minutes without prior approval shall be considered non-compliance.	Late arrival or unavailability of resources may affect work execution, reduce safety coverage, delay planned activities, and increase operational costs.	1% of the total of the Prices for the Task Order per occurrence capped at 10% of the total of the Prices for the Task Order.
Availability of competent and qualified personnel	Provision of required personnel and standby resources	*Contractor* shall provide the agreed number of competent personnel and resources as specified in the Task Order and Contract requirements.	Failure to provide resources may result in reduced service capability, delays, increased risk exposure, and additional *Employer* intervention costs.	1% of the total of the Prices for the Task Order per day of non-compliance, capped at 10% of the total of the Prices for the Task Order.
Non-Conformance to Service Requirements	Performance of duties in accordance with *Employer* requirements and Contract obligations	*Contractor* shall perform all Services in accordance with the Scope of Work, Service Information, applicable procedures, and agreed performance requirements.	Failure to perform required duties may result in safety risks, rework, delays, reduced service quality, and additional costs to the *Employer*.	1% of the total of the Prices for the Task Order per confirmed non-conformance, capped at 10% of the total of the Prices for the Task Order.
Submission of OHS reports and records	Prepare and submit daily, weekly and monthly OHS reports, incident logs, and required records as specified in the Task Order.	Reports must be accurate, complete, legible, signed by authorised personnel, and submitted within agreed timelines in the agreed format.	Failure to submit required daily, weekly, or monthly reports within agreed timelines	1% of the total of the Prices for the Task Order per confirmed non-conformance, capped at 10% of the total of the Prices for the Task Order.
Replacement of unsuitable resources	Identify and replace personnel who do not meet performance, competency, conduct,	Replacement personnel must meet the original competency, certification, and experience requirements and be approved by	Failure to replace personnel who do not meet performance, competency, or conduct requirements	1% of the total of the Prices for the Task Order per confirmed non-conformance, capped at 10% of the total of the Prices for the Task

	or certification requirements within the agreed notice period.	the Employer prior to deployment.		Order.
Safety Compliance	Compliance with Health, Safety and Environmental requirements	*Contractor* personnel shall comply with all applicable safety procedures, permit requirements, risk controls, and *Employer* instructions at all times.	Non-compliance may result in unsafe conditions, incidents, work stoppages, investigations, and operational disruptions.	2% of the total of the Prices for the Task Order per confirmed safety non-conformance, capped at 10% of the total of the Prices for the Task Order.