



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	(Reg No._____)	
for	Dredging of High-Level and Low-Level Ash Water Return Dams on an ‘As and When’ Required Basis for a Period of 36 Months at Arnot Power Station.	
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CONTRACT No.	[Insert at award stage]	

CONTRACT TITLE: DREDGING OF HIGH-LEVEL AND LOW-LEVEL ASH WATER RETURN DAMS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 36 MONTHS AT ARNOT POWER STATION

PART C1: AGREEMENTS & CONTRACT DATA

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CONTRACT TITLE: DREDGING OF HIGH-LEVEL AND LOW-LEVEL ASH WATER RETURN DAMS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 36 MONTHS AT ARNOT POWER STATION

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:

Dredging of High-Level and Low-Level Ash Water Return Dams on an 'As and When' Required Basis for a Period of 36 Months at Arnot Power Station.

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:			
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*.

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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	General Manager - Arnot Power Station		
for the Employer	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097		
Name & signature of witness		Date	

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

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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		

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 <i>Employer</i>
Signature		
Name		
Capacity		General Manager - Arnot Power Station
On behalf of		Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097
Name & signature of witness		
Date		

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> 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 ¹ (TSC3)	
10.1	The <i>Employer</i> 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.	0118008111
	Fax No.	Not Applicable
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Eskom Holdings Soc Ltd Arnot Power Station Private Bag X2 RIETKUIL 1097

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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	Tel	TBA
	Fax	Not Applicable
	e-mail	TBA
11.2(2)	The Affected Property is	Arnot Power Station
11.2(13)	The <i>service</i> is	Dredging of High-Level and Low-Level Ash Water Return Dams on an 'As and When' Required Basis
11.2(14)	The following matters will be included in the Risk Register	• All matters notified on Early warnings, • The Risk Register includes the following known constraints stated in the Service Information: operational sequencing and station discharge constraints; environmental, waste classification and ZLED compliance constraints; access, permitting, ORHVS and safety constraints; sludge-characteristic, submerged obstruction and ash dam condition constraints; and weather and site-access constraints. The Contractor is deemed to have allowed for these known constraints in the Prices, programme, method statements and Task Order programme. These matters do not constitute compensation events unless they arise from a Service Manager's instruction changing the Service Information, a breach by the Employer, or another compensation event expressly stated in this contract.
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 hours for emergencies, and other period agreed between the parties and specified in the task order
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 <i>Contractor</i> submits a first plan for acceptance within	3 days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	TBC
30.1	The <i>service period</i> is	Three (3) Years

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4	Testing and defects	If a test or inspection shows that any work has a defect, the Service provider corrects the defect, and the test or inspection is repeated
42.1	Notifying and correction of defects	The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> notifies him of it.
42.2	Defects correction period is	Defect date is 52 weeks after completion of each task order. The defect correction period is 2 weeks, or any other period agreed between the parties.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month or as per the task order issued.
51.1	The <i>currency of this contract</i> is the	ZAR (South African Rand)
51.2	The period within which payments are made is	30 days after the receipt of correct and undisputed tax invoice
51.4	The <i>interest rate</i> 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
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed ss per core clause 7 of the NEC3 TSC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Natural disaster 2. Industrial action 3. Community Unrest
80.2	The <i>Employer</i> provides these insurances from the Insurance Table	The <i>Employer</i> provides the insurances stated in the Insurance Table B
80.3	The <i>Contractor</i> will be liable for the applicable deductible if any	The <i>Contractor</i> provides the insurances stated in the Insurance Table A
9	Termination	To be managed as per core clause 9 of the NEC3 TSC
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Monthly (30 days) or as stated on the Task Order
11	Data for Option W1	

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W1.1	The <i>Adjudicator</i>	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	SAICE House, Thornhill Office Park, Bekker Road, Vorna Valley Midrand, 1685, South Africa		
	Tel No.	TBA		
	Fax No.	TBA		
	e-mail	TBA		
W1.2(3)	The <i>Adjudicator nominating body</i> 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 <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> 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	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			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	linked to index for	Index prepared by
		15%	Fixed (non-adjustable)	Fixed Portion
		45%	Labour	SEIFSA Table C-3
		30%	Material	SEIFSA Table G-1
		5%	Transport	SEIFSA Table L-1B
		5%	CPI	SEIFSA Table D-4

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		100%										
X2	Changes in the law	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.										
X17	Low service damages											
X17.1	The <i>service level table</i> is in	As per task order <table><tr><th colspan="2">Service Level Table</th></tr><tr><th>Description</th><th>Penalty</th></tr><tr><td>Poor workmanship</td><td>Contractor to carry corrective cost</td></tr><tr><td>Compliance to SOW schedule</td><td>Cost incurred due to the no-compliance to the scope of work will be carried out by the contractor.</td></tr></table>			Service Level Table		Description	Penalty	Poor workmanship	Contractor to carry corrective cost	Compliance to SOW schedule	Cost incurred due to the no-compliance to the scope of work will be carried out by the contractor.
Service Level Table												
Description	Penalty											
Poor workmanship	Contractor to carry corrective cost											
Compliance to SOW schedule	Cost incurred due to the no-compliance to the scope of work will be carried out by the contractor.											
X18	Limitation of Liability											
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue										
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance.										
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works/maintenance policies.										
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 <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and fabrication outside the Affected Property, - loss of or damage to property (other than										

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		the <i>Employer's</i> 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	3 Months after the end of the service period.
X19	Task Order	
X19.3	Delay Damages are	Five percent (1%) of the Task Order Value per day from the day of delayed completion until the actual completion of the services, to be capped at the maximum of Ten percent (5%) of the Total Task Order Value
X19.5	The Contractor submits a Task Order programme to the Service Manager within	within 3 working days after receipt of the Task Order or draft Task Order, and before commencement of the Task Order, for acceptance by the <i>Service Manager</i>.
Z	The <i>additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 because of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	

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Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	If the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. If such protective order is not, or cannot, be obtained, then the <i>Contractor</i> 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, while Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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 <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>: • accepts that the <i>Employer</i> may appoint him as the “Principal <i>Contractor</i>” (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 enough 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 Subcontractors, employees and others under the <i>Contractor</i>’s direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable

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	environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer's</i> 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 <i>Contractor</i> 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	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service

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	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, 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 procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> 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 <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.

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Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> 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 limit 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

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Z13	Nuclear Liability
Z13.1	The <i>Employer</i> 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 <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> 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 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 the personal exposure of workers to regulated asbestos fibres follows 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 <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

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SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	If 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 to declare the area safe.
Z14.5	The <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.
Z15	The Employer's rights to Terminate the obligations to provide the Services due to Power Station Shutdown.
Z15.1	The Employer is the operator of the Arnot Power Station, a coal fired plant installation, as designated by the National Electricity Regulator of South Africa (NERSA) and is the holder of the electricity generation licence in respect of the Arnot PS which is one of the stations selected for repurposing. Therefore, the contract usage may from time to time reduce during the ramping down of the units and the usage of services will be on an "as and when required" basis.
Z15.2	Subject to the provisions of sub-clause Z15.1 above, the Employer may after giving the Contractor a written notice of not less than 60 days (Sixty days) Terminate the Contractor's obligations to Provide the Services if the Employer's business cease to operate at Arnot Power Station prior to the end of the service period in this contract.

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Z15.3	If the Contractor's obligation to Provide the Services is terminated for this reason sated in sub-clause Z15.1 above, this shall constitute a reason for termination by the Employer as contemplated under NEC3, and the procedures shall be those on termination table P1 and P4 as stated in clause 92 and the amount due on termination shall be A1 and A2 and stated in clause 93.
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> 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:	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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	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 <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

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PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing Assumptions	2
C2.2	<i>The Price Schedule</i>	3
	Total number of pages	6

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C2.1 Pricing assumptions: Option A

1. 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 <i>price list</i> 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 <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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.

2. 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.

3. 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).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors 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*:

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- 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.

4.1. 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.

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C2.2 the *price list*

Item No	Description	Unit	Qty	Rate	Total Price
1	PART 1- Preliminaries & Generals				
	Fixed-Charge and Value Related Items				
1.1	Site Establishment				
1.1.1	Transport of all plant and equipment to site > 30 tons (HLAWRs)	Sum	2		
1.1.2	Transport of all plant and equipment < 30 tons (HLAWRS)	Sum	2		
1.1.3	Transport of all plant and equipment > 30 tons (Suction Dams, Seepage and LLAWR)	Sum	3		
1.1.4	Transport of all plant and equipment < 30 tons (Suction Dams, Seepage and LLAWR)	Sum	3		
1.1.5	Pre/Post dredge bathymetric survey - all three dams (xyz, DTM, PDF plots, interpretative report)	Sum	3		
1.1.6	Dewatering pad construction	Sum	1		
1.1.7	Safety File for Year 1 (Fixed)	Sum	1		
1.2	Site De-establishment				
1.2.1	Transport of all plant and equipment off site > 30 tons (HLAWRs)	Sum	2		
1.2.2	Transport of all plant and equipment < 30 tons (HLAWRS)	Sum	2		
1.2.3	Transport of all plant and equipment > 30 tons (Suction Dams, Seepage and LLAWR)	Sum	3		
1.2.4	Transport of all plant and equipment < 30 tons (Suction Dams, Seepage and LLAWR)	Sum	3		
1.2.5	Site rehabilitation - reinstatement of all disturbed areas	Once Off	1		
1.2.6	Dewatering pad HDPE liner removal and area rehabilitation	Once Off	1		
1.3	Occupational Health & Safety Requirements				
	Items listed are indicative minimums only. Final PPE selection must be confirmed through a site-specific OHS Risk Assessment as required by the OHS Act No. 85 of 1993 and Section 3.1.2 of Eskom PPE Standard 240-44175132.				
1.3.1	Hard hat (industrial), white, SANS 1397, adjustable chin strap, webbing harness, emergency numbers sticker	No	22		
1.3.2	Safety goggles, impact/splash/dust/mist resistant, anti-fog, ANSI Z87.1 & CE-EN 166	No	198		
1.3.3	Disposable foam earplugs, corded, 32 NRR / 37 SNR, SANS 1451-2 (contingency/backup)	No	198		
1.3.4	Wader suit, PVC waterproof with attached boots, olive green (for in-water work)	No	66		
1.3.5	Gumboots, solid rubber/PU, black, acid & oil resistant, non-slip, waterproof, SANS 20345	No	66		

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1.3.6	General safety boots, steel/carbon fibre toe, full grain leather, dark brown, oil/slip/heat resistant, SABS SANS 20345	No	66		
1.3.7	Anti-bacterial, anti-static socks, 72-75% cotton/poly/silver fibre blend	No	66		
1.3.8	Two-piece boiler suit, navy blue (Pantone 19_3920), pre-shrunk 100% cotton D59, flame retardant SANS 1423-1 class C cat 1, reflective strips, SANS 434	No	66		
1.3.9	Rain suit (jacket & pants), navy blue, 180 g/m ² polyester face/PVC lining, reflective strips, SANS 1822 zip, attached hood	No	66		
1.3.10	General purpose gloves, EN 388-4131, full nitrile coating, black/grey	No	198		
1.3.11	Chemical gloves, butyl rubber, acid/alkali/solvent resistant, cuff 150mm, EN 374:2003 (<i>if chemically contaminated water — risk assessment dependent</i>)	No	198		
1.4	Time Related Costs - Contractual Requirements				
	Establishment of site offices, ablutions, secure storage, and utility connections				
1.4.1	Safety File (Year 2 to 3)	Annually	2		
1.4.2	Medicals - 22 people	Annually	3		
1.4.3	Police Clearance - 22 people	Annually	3		
1.4.4	Ablutions and storage - monthly rental/maintenance	Monthly	16		
1.4.5	Site offices, inclusive of storage and signage	Monthly	16		
1.4.6	Temporary utility connections (cables, junction box to point of supply)	Sum	1		
1.4.7	Mobile diesel generator supply and commissioning (no grid power at dam areas) - dry rate	Sum	1		
2	PART 2 - DREDGING OPERATIONS				
	This section covers the actual extraction of sediment and sludge from three distinct dam structures. Rates include fuel, labour, wear and tear on dredging equipment, and positioning.				
2.1	Hlawr 4 Dam				
2.1.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	3000		
2.2	Hlawr 1 Dam				
2.2.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	7000		
2.3	Hlawr 2 Dam				
2.3.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	9000		
2.4	Hlawr 3 Dam				
2.4.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	7000		

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2.5	LLAWR 2A & 2B Dam				
2.5.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	2000		
2.6	LLAWR 1 Dam				
2.6.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	5000		
2.7	Seepage Dam				
2.7.1	Dredging/excavation of ash and soil sludge to design depth; minimum 95% sediment removal; temporary stockpile at area approved by Employer near dam; operations not to modify basin profile or dam slopes.	m ³	5000		

The total of the Prices excluding VAT

NB: The quantities on the contract are based on an "Estimate", they may be less or more. Therefore, the contract value is not binding, only the rates apply.

All rates tendered on and / or pricing in these bills of quantities to be in the South African Rands Currency (ZAR)

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PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	1
	Total number of pages	11

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1 Description of the service

1.1 Executive overview

This Service Information describes the as-and-when-required dredging, cleaning, sludge removal, vegetation removal, transportation, disposal and associated support services for the High-Level and Low-Level Ash Water Return Dams at Arnot Power Station.

The service is required to support Arnot Power Station's Zero Liquid Effluent Discharge requirements, maintain dam storage and recovery capacity, prevent uncontrolled release of ash water or slurry, and ensure that all works are executed safely, environmentally responsibly and without compromising the integrity of the dam embankments, penstocks, culverts, solution trenches, pipelines, roads or associated infrastructure.

The purpose of this document is to give a clear scope of work with regards to the dredging, cleaning, sludge removal, vegetation removal, transportation, disposal and associated support services for the High-Level and Low-Level Ash Water Return Dams.

The purposes of this Works Information document are to ensure that the dredging, cleaning, sludge removal, vegetation removal, transportation, disposal and associated support services for the High-Level and Low-Level Ash Water Return Dams are carried out according to technical specifications.

1.2 Employer's requirements for the service

The *Contractor* shall provide all labour, supervision, plant, equipment, materials, transport, consumables and services required for dredging and cleaning of the following facilities:

- HLAWR 1, HLAWR 2, HLAWR 3 and HLAWR 4.
- LLAWR 1, also referred to as Penstock 5.
- LLAWR 2A and LLAWR 2B.
- Seepage Dams forming part of the Ash Water Return system.

The scope includes, but is not limited to, the following activities:

- Pre-dredging and post-dredging bathymetric surveys to determine sludge quantities, profiles, dredging extents and achieved dredging performance.
- Desludging, dredging, pumping, agitation, dewatering, conditioning, loading, transportation and disposal of sludge or ash slurry.
- Removal, handling, dewatering and disposal of vegetation, reeds and other organic growth within the basin areas.
- Jet-rodding and cleaning of inlet and outlet pipes, culverts, penstocks and associated appurtenant structures where required.
- Spreading and compaction of disposed sludge or ash at the disposal area approved by the *Service Manager*.
- Rehabilitation and reinstatement of areas disturbed by the *Contractor's* activities.

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Dredging shall be undertaken to the approved design depth of the dam or to achieve a minimum of 95% sludge removal, whichever is attainable and accepted by the *Service Manager*. Dredging shall not exceed the approved design elevation or disturb the in-situ basin material in a manner that compromises the integrity of the dams.

- The *Contractor* shall maintain dredging depth records, quantity records, daily diaries, equipment utilisation records, disposal records and before-and-after photographs.
- Any damage to dam embankments, slopes, linings, penstocks, culverts, pipelines, channels, roads or associated infrastructure caused by the *Contractor* shall be repaired at the *Contractor's* cost to the satisfaction of the *Service Manager*.
- The *Contractor* shall immediately stop work and notify the *Service Manager* if seepage, piping, instability, submerged obstructions, hardened ash lenses, buried debris or abandoned pipework are encountered.

1.2.1 Bathymetric surveys, measurement records and indicative sludge quantities

Indicative sludge quantities from the June 2025 bathymetric survey and operational experience are provided for information, planning and methodology purposes only and do not constitute guaranteed quantities or fixed payment quantities.

- HLAWR 1: dam capacity 22 730 m³; estimated sludge quantity 6 910.27 m³.
- HLAWR 2: dam capacity 22 730 m³; estimated sludge quantity 9 945.92 m³.
- HLAWR 3: dam capacity 29 100 m³; estimated sludge quantity 4 629.65 m³.
- HLAWR 4: dam capacity 160 000 m³; estimated sludge quantity to be confirmed by survey.
- LLAWR 2A and 2B: dam capacity 23 040.613 m³; estimated sludge quantity 4 608.123 m³.
- LLAWR 1 / Penstock 5: dam capacity 62 973.721 m³; estimated sludge quantity 50 378.977 m³.
- Seepage Dams: dam capacity 4 000 m³; estimated sludge quantity 4 000 m³.

For dredging activities, the accepted Price List / Price Schedule shall be the contractual reference for the applicable priced items, rates, measurement basis and quantities to be dredged for payment purposes.

The expected sludge quantities stated in this Service Information, including the indicative quantities derived from bathymetric surveys or operational experience, are provided for information, planning, methodology and tendering purposes only.

Such quantities shall not be regarded as guaranteed quantities, fixed quantities, minimum quantities or payment quantities unless expressly stated in the accepted Price List / Price Schedule and certified by the *Service Manager*

- The *Contractor* shall submit all survey reports to the *Service Manager* for acceptance.
- The *Contractor* shall keep daily records of dredging depth, quantity removed, equipment used, disposal location, date, time, dam cleaned and environmental observations.
- Indicative quantities shall not be used by the *Contractor* to justify a rate adjustment, additional payment or compensation event solely because actual quantities differ from the estimates.

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1.3 Interpretation and terminology

The following interpretations are used in this Service Information

Definition	Interpretations
Amphibious Excavator	A specialized excavation machine capable of operating on both land and in shallow water/soft terrain, equipped with pontoon-type undercarriages or similar flotation devices.
Cement Channel	Refers to the concrete-lined channels or structures associated with the penstock or dam infrastructure, which require protection during the cleaning operations.
Debris	Any unwanted material, including but not limited to, branches, leaves, plastic, general waste, and other foreign objects found within the seepage dams or penstock
Penstock	A conduit or pipe that conveys water under pressure from a dam or reservoir to a turbine or other water-powered machinery.
Silt	Fine particulate sediment, typically composed of clay and sand, accumulated at the bottom of the seepage dams and penstock
Silt Lining	The impermeable or semi-permeable material (e.g., geotextile fabric, HDPE liner) laid out to prevent contamination of the ground by the removed silt and to facilitate its drying
Vegetation	Plant growth, including but not limited to, reeds, grasses, weeds, and aquatic plants, found within the seepage dams or penstock.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PTW	Permit To Work
QCP	Quality Control Plan
SOW	Scope of Work
OHSA	Occupational Health and Safety Act
ISO	International Organization for Standardization
QCP	Quality Control Plan
PPE	Personal Protective Equipment
OBL	Outside battery limits
EMP	Environmental Management Plan.
TBA	To Be Advised
QC	Quality Control
QM	Quality Management
TSC	Term Service Contract
NEC3	New Engineering Contract 3

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2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor's* plan for the service shall be a comprehensive document demonstrating their understanding of the Service Information and their proposed approach to delivering the works safely, efficiently, and to the required quality standards. The plan shall include, but not be limited to, the following:

- Detailed Work Methodology: A step-by-step description of how each aspect of the cleaning service will be carried out for both seepage dams and the penstock, including:
 - Specific techniques for silt, vegetation, and debris removal.
 - Procedures for operating the amphibious excavator in various conditions (e.g., shallow water, soft ground).
 - Detailed plan for silt extraction, transport, and placement on the designated lining, including measures to prevent contamination and promote drying.
 - Specific measures and sequence for protecting cement channels during penstock cleaning.
 - Dewatering procedures for the penstock, if applicable.
- Resource Allocation: A breakdown of the plant, equipment (including detailed specifications of the amphibious excavator and any specialized attachments), labor, and materials to be utilized for each task, along with their availability and deployment schedule.
- Programme of Works: A detailed and realistic program, including critical path activities, dependencies, and milestones, demonstrating how the work will be completed within the specified timeframe.
- Quality Plan: A comprehensive plan outlining the quality control measures, inspection regimes, and acceptance criteria for all aspects of the service.
- Environmental Management Plan: A detailed plan addressing all environmental considerations, including waste management, pollution prevention, and specific measures for managing silt and protecting the surrounding ecosystem.
- Health and Safety Plan: A robust plan detailing all health and safety procedures, risk assessments, emergency response protocols, and site-specific safety measures, particularly for working with the amphibious excavator and in confined spaces (if applicable).
- Site Layout and Logistics Plan: Drawings or diagrams illustrating the proposed site layout, including access routes, temporary facilities, material storage areas (especially for silt), and traffic management plans.
- Communication and Reporting Plan: A clear outline of how communication will be managed between the *Contractor*, *Service Manager*, and other stakeholders, including reporting frequencies and formats.
- Contingency Plans: Strategies for addressing potential delays, unforeseen ground conditions, equipment breakdowns, or other disruptions.
- Permit and Approval Schedule: A list of all required permits and approvals, along with the *Contractor's* plan for obtaining and maintaining them.

The *Contractor* shall provide a site manager or a *Service Manager* to supervise, monitor control and co-ordinate all activities during the execution of the contract.

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2.2 Management meetings

Meeting will be held as and when required by the *Service Manager* or the *Contractor*.

Title and purpose	Approximate time & interval	Location	Attendance by:
Regular Progress Meetings • Review progress against the accepted program	07h15, Every Monday, Wednesday and Friday	Operating Support Boardroom	<i>Service Manager</i> , the <i>Contractor's</i> Project Manager, and any other personnel relevant to the specific early warning issue.
Technical Meetings • Review HSE performance, discuss incidents (if any), review and update HSE plans, and ensure compliance with all relevant regulations	As and when required	Ms Teams or Operating Support Boardroom	<i>Service Manager</i> , the <i>Contractor's</i> HSE Officer, and relevant site Supervisors
Early Warning Meetings • Convened promptly by either the Service Manager or the Contractor upon identification of any matter that could affect the service, its cost, or its completion date	Duration will vary depending on the complexity of the issue, but typically aims for a quick resolution	Ms Teams or Operating Support Boardroom	<i>Service Manager</i> , the <i>Contractor's</i> Project Manager, and any other personnel relevant to the specific early warning issue.
Occupational Health, Safety, and Environmental (OHSE) Meetings: • Review HSE performance, discuss incidents (if any), review and update HSE plans, and ensure compliance with all relevant regulations	Monthly	Operating Support Boardroom	<i>Employer's Service Manager</i> <i>Contractor's</i> SHE officer <i>Contractor's</i> Supervisors
Close-out Meeting: • Review overall performance, discuss lessons learned, and confirm the satisfactory completion of all contractual obligations	Once	Operating Support Boardroom	<i>Service Manager</i> , the <i>Contractor's</i> Project Manager, and other key personnel involved in the project.

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.

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2.3 Contractor's management, supervision and key people

Contractor is to ensure that all staff are closely supervised whilst working at Arnot Power Station. The *Contractor* appoints employees with sufficient knowledge in their area of expertise.

The *Contractor's* employees on site should be able to conduct pre-job brief and RA. The *Employer* will conduct the RA and pre-job briefs with *Contractor's* Safety Officer. It will be required that the pre-job brief and RA be conducted daily.

The *Employer* requires the *Contractor* to establish and maintain a robust organizational structure for the effective management and supervision of the service. This includes the following:

- **Organizational Chart (Organogram):** The *Contractor* shall submit a detailed organizational chart (organogram) clearly depicting the lines of authority and responsibility for all personnel involved in the service, from senior management to site operatives. This chart shall identify all key roles, their reporting relationships, and lines of communication. If the *Contractor* is a Joint Venture, the organogram must clearly illustrate the structure and responsibilities within the joint venture, including how decisions are made and communicated between the joint venture partners and to the *Service Manager*.
- **Project Manager:** The *Contractor* shall appoint a dedicated Project Manager who will be the primary point of contact for the *Service Manager*. The Project Manager shall have demonstrated experience in managing similar projects, possess strong leadership and communication skills, and be empowered to make decisions on behalf of the *Contractor* regarding the day-to-day execution of the service. Their CV and relevant qualifications shall be submitted for the *Service Manager's* approval.
- **Site Supervision:** The *Contractor* shall provide adequate and competent site supervision at all times when work is being carried out. Site supervisors shall be responsible for the direct oversight of work activities, ensuring adherence to the *Contractor's* plan, quality standards, and health and safety procedures. They shall have the authority to implement immediate corrective actions as required.
- **Key Personnel Identification:** In addition to the Project Manager, the *Contractor* shall identify other key personnel critical to the successful delivery of the service, such as:
 - **Health, Safety, and Environmental (HSE) Officer:** A qualified and experienced individual responsible for implementing and monitoring the HSE Plan, conducting site inspections, and ensuring compliance with all HSE regulations.
 - **Amphibious Excavator Operator(s):** Certified and experienced operators for the amphibious excavator, demonstrating proficiency in safe and efficient operation in the specified site conditions. Their certifications and experience records shall be provided.
 - **Quality Control Lead:** An individual responsible for overseeing the implementation of the Quality Plan, conducting quality inspections, and maintaining quality records.
- **Personnel Qualifications and Experience:** The *Contractor* shall provide detailed CVs, qualifications, and evidence of relevant experience for all identified key personnel. The *Service Manager* reserves the right to approve or reject proposed key personnel based on their qualifications and experience.
- **Replacement of Key Personnel:** In the event that any key personnel need to be replaced during the service period, the *Contractor* shall propose a replacement of equivalent or superior qualifications and experience for the *Service Manager's* approval prior to the replacement commencing work.

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- **Communication and Reporting Lines:** The *Contractor* shall clearly define internal communication and reporting lines to ensure that information flows efficiently within their organization and to the *Service Manager*.
- **Availability of Key Personnel:** Key personnel, particularly the Project Manager and Site Supervisors, shall be available on site or readily contactable during all working hours to ensure effective oversight and immediate response to any issues.
- **Language Proficiency:** All key personnel and site supervisors shall be proficient in English to ensure clear and unambiguous communication with the *Service Manager* and other stakeholders.
- **Decision-Making Authority:** The *Contractor* shall ensure that personnel assigned to key roles have the necessary authority to make decisions and take actions required for the efficient execution of the service and resolution of day-to-day issues without undue delay.

The *Employer* can refuse any employee, Sub-*Contractor* or agent of the *Contractor* access to the Site if such person is found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.

The *Employer* can Issue the *Contractor* with a work stop order should he become aware of any unsafe working procedure or conditions of non-compliance with the Act, Regulations and Procedures by the *Contractor*.

2.4 Provision of bonds and guarantees

Not applicable

2.5 Documentation control

All formal Contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, Identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself.

All formal communications to the *Employer* shall be addressed to the *Employer's Agent*.

Correspondence on a day-to-day basis may be directed to other parties within the *Employer's* organisation but care must be taken not to violate Contract conditions and other provisions of the Contract.

The *Employer* requires the *Contractor* to implement and maintain a robust documentation control system to ensure that all project-related documents are managed effectively throughout the service period. This system shall facilitate the accurate creation, review, approval, distribution, revision, and archiving of all relevant documentation.

The documentation control system shall include, but not be limited to, the following:

- **Document Register:** The *Contractor* shall maintain a comprehensive document register that lists all project documents, including their unique identification numbers, titles, revision numbers, dates of issue, and current status (e.g., draft, for review, approved, superseded).
- **Summary Document Identification:** All documents shall be clearly identified with a unique document number, title, and revision number.

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- **Version Control:** A clear system for managing document revisions shall be in place, ensuring that only the latest approved versions are in use. Previous versions shall be archived and retrievable.
- **Approval Process:** A defined process for the review and approval of all key documents (e.g., plans, method statements, reports) by authorized personnel, including the *Service Manager* where specified.
- **Distribution and Access:** A controlled system for distributing documents to relevant parties and ensuring that all personnel have access to the current and applicable documentation. Electronic distribution methods are encouraged.
- **Record Keeping:** The *Contractor* shall maintain accurate and complete records of all communications, instructions, requests for information, early warning notices, compensation events, and other project correspondence.
- **Confidentiality:** The *Contractor* shall ensure the confidentiality of all sensitive project documentation and information.
- **Handover Documentation:** Upon completion of the service, the *Contractor* shall prepare and submit a complete set of handover documentation, including as-built records, maintenance manuals (if applicable), and all final reports, in a format agreed with the *Service Manager*.
- **Electronic Document Management:** The *Contractor* is encouraged to utilize an electronic document management system (EDMS) to facilitate efficient control, storage, and retrieval of documents. Details of the proposed EDMS (if any) shall be provided.
- **Storage and Archiving:** A plan for the secure storage and archiving of all project documents, both during and after the service period, in accordance with legal and contractual requirements.

Data books completion and submissions as per Eskom standard and requirements please refer to QM 58 SECTION 3.5.10.1 for contractor's responsibilities with regards to data books.

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 address the tax invoice to Finance Shared Service (FSS) Fss@eskom.co.za and 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.
- (add other as required)

Payment basis and quantity precedence: For dredging activities, the accepted Price List / Price Schedule shall be the contractual reference for the applicable priced items, rates, measurement basis and quantities to be dredged and paid. Any sludge quantities, dam capacities, dimensions, estimates or expected volumes

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stated in this Service Information, the Scope of Work, surveys, drawings or technical descriptions are indicative only and are provided for information, planning, methodology and tendering purposes. Such indicative quantities do not constitute guaranteed quantities, fixed quantities, minimum quantities, or quantities to be used for payment unless they are expressly included in the accepted Price List / Price Schedule and certified by the *Service Manager*.

Where the Price List / Price Schedule provides for payment on a measurable quantity basis, payment shall be based only on quantities measured, verified, accepted, and certified by the *Service Manager* using the agreed measurement method, which may include approved pre- and post-cleaning surveys, disposal records, weighbridge tickets, completion records, or other documentary evidence required by the *Service Manager*.

Where the Price List / Price Schedule provides for payment on an activity, task, dam-cleaning, or completion basis, payment shall be based on satisfactory completion of the relevant priced activity or task as accepted and certified by the *Service Manager*, and not on the actual volume, mass, or time taken unless expressly stated otherwise in the Price List / Price Schedule.

For the avoidance of doubt, the expected sludge quantities stated in this Service Information are indicative only and shall not be used by the *Contractor* to justify additional payment, a rate adjustment, or a compensation event solely because the actual quantities differ from the indicative quantities, unless such entitlement is expressly provided for in the accepted Price List / Price Schedule and accepted by the *Service Manager*.

2.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change, the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels

Clause 6 Compensation events of the NEC3 Term Service Contract will apply to all changes in this contract.

2.8 Records of Defined Cost to be kept by the Contractor

To substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 16H00 of the following morning barring weekends. The Friday and weekend logs will be submitted before 16H00 Mondays. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor* and
- Any incidents during that period

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2.9 Insurance provided by the *Employer*

Insurance issues will be dealt with as per contract conditions, Refer to Insurance Section on point Z12 of Contract.

2.10 Training workshops and technology transfer

Not applicable

2.11 Design and supply of Equipment

All tools and equipment provided by the *Contractor* to be SABS Compliant and to be checked daily as to whether they comply with the necessary Health and Safety requirements of Arnot Power Station.

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

2.12.1 Equipment

Not applicable

2.12.2 Information and other things

Quality documents and data packs requested by the *Employer* will remain the property of the *Employer* at the end of contract.

In accordance with NEC3 Term Service Contract (TSC) Core Clause 70.2, the *Contractor* is required to provide the following information and other things to the *Employer* at the end of the service period for the *Employer's* use:

- **Final Report:** A detailed final report summarizing the entire service, including but not limited to:
 - Executive summary of the works performed.
 - Methodologies employed and any deviations from the original plan.
 - Quantities of silt, vegetation, and debris removed.
 - Results of any quality control tests or inspections.
 - Environmental performance report, including waste disposal records and compliance with the EMP.
 - Health and safety performance report, including incident summaries (if any).
 - Lessons learned and recommendations for future maintenance or similar works.
 - Photographic records of the "before," "during," and "after" states of the cleaned areas.
- **Maintenance Recommendations:** A document outlining recommended future maintenance procedures and frequencies for the cleaned seepage dams and penstock to ensure their continued optimal performance and longevity. This may include suggestions for monitoring silt accumulation or vegetation growth.
- **Permit and Approval Close-Out Documentation:** Confirmation of the closure or transfer of all temporary permits and approvals obtained for the service, along with copies of final compliance certificates.
- **Warranty Information:** Details of any warranties applicable to materials or workmanship, including contact information for manufacturers or suppliers.
- **Operational Manuals/Guidelines:** If any new systems or operational procedures are introduced as part of the service that require ongoing management by the *Employer*, relevant operational manuals or guidelines shall be provided.
- **Digital Data:** All relevant digital data collected or generated during the service, such as survey data, environmental monitoring data, and photographic records, in a format compatible with the *Employer's* systems (e.g., CAD files, GIS data, high-resolution images).

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2.13 Management of work done by Task Order

All work is to be performed in Accordance with Task Order provided.

The *Employer* requires the *Contractor* to implement a clear and efficient process for the management of work issued via Task Orders, in accordance with the NEC3 Term Service Contract (TSC) conditions.

This ensures that additional or specific works are properly authorized, executed, and compensated.

The *Service Manager* may at any time instruct the *Contractor* orally, followed up in writing, to carry out work which is of an emergency nature. The *Contractor* shall issue a quote for the emergency work to the *Service Manager* for this work before the end of the next business day. The *Service Manager* will then create the order for the task and send the task order assessment.

Within 14 days of Task Completion, the *Contractor* shall submit to the *Service Manager* a detailed technical report for every completed Task Order. This report shall include all technical information and data produced for the Task Order and a technical evaluation on findings from the work done with recommendations for future action by the Parties and other information the *Service Manager* may require.

The prices for each item of work within the service shall be those on the Price List. Clause X19.3 requires that the items of work within the service which are not on the Price List are assessed as for compensation events.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task.
- Conditions of the service agreement is in accordance with the Task Order issued.
- No Task Order is issued after the end of the service period.

Early Warning and Compensation Events for Task Orders:

Apply the Early Warning and Compensation Event procedures to any matters arising from work done under a Task Order that could affect its scope, cost, or completion.

Emergency work

When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms.

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Emergency Response time is within 4 hours from any communication when the *Contractor* acknowledges the emergency.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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 "*Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993 (OHSAct)) ("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 Occupational Health and Safety Act 85 of 1993; its regulation and Safety, Health and Environmental (SHE Spec) requirements for this contract.

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All applicable health & safety laws; regulations; SHE Spec; health and safety standards, guidelines and Safety management systems(OHSAS 18001/ISO 45001) 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, occupational Health and Safety Act ; Project specific SHE spec ; applicable regulations, best practices & guidelines, Guidelines in terms of safety management systems(OHSAS 18001/ISO45001) and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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 Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract.

Consideration must be given to following Eskom Life Saving Rules: 240-62196227:

1. Open, Isolate, Test, Earth, Bond, and/or insulate before touch.

No person may work on any electrical network unless:

He/she is trained and authorised as competent for the task to be done.

2. Hook up at height

Working at height s defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

3. Buckle up

No person may drive any vehicle on Eskom business and/or on Eskom premises:

- Unless the driver and all passengers are wearing seat belts.

4. Be sober

No person is allowed to work under the influence of drugs and alcohol.

"Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that:

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

5. Permit to Work

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

NB: in the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures. Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

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3.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Arnot Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents, which the *Contractor* shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Arnot Power Station and any service.

It should always be noted that Arnot Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy, which aims to achieve a desirable balance between conservation and development. All activities taking place within Arnot Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The *Contractor's* team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Arnot Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001:

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS. Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (provided either by the *Contractor* or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The *Contractor* shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Arnot Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans - Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

Audits covering various Environmental aspects, Occupational health and safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

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3.3 Quality assurance requirements

The *Contractor* is also expected to be ISO 9001 certified and compliant.

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58).

The Quality documents are to be submitted for approval to the *Service Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with the *Service Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the *Service Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

Contract Quality Management Plan Requirement

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Indicates the *Contractor's* quality monitoring programme

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The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

Quality Control Plan

The *Contractor* complies with the quality procedures and codes relevant for each Task Order. The *Contractor* also advises on the appropriate use of other applicable standard and codes of practice.

The *Contractor* ensures that QCPs are ready a week prior to execution of the task. The QCP will have all the activities to ensure quality of the work to be undertaken.

The *Contractor* ensures that the work is carried out in accordance with the quality control plans or any other specifications through written instructions from the *Service Manager* .

The *Contractor* ensures that all specifications and requirements are communicated to the relevant parties in organisation and should not deviate from it.

The *Contractor* submits the complete QCP to *Employer* and QC to review the specific requirements and insertion of Intervention Points, e.g. Hold and Witness Points.

The *Contractor* ensures that all intervention points are attended and signed off progressively during maintenance task.

All documentation has a clearly stated revision number and previously similar documentation is revoked. Quality-related problems/issues are reported and resolved during the daily technical meetings, which will be held at the Site.

The *Contractor* submits data package to Employer not later than 7 days after the completion of the work.

The *Contractor* ensures that *Employer* is granted access to contractor's premises and facilities at reasonable times to conduct quality audits, surveillance or inspections to verify compliance with the contract/order.

All Completed work is signed off in the quality control plan and all the relevant signatures are on the documentation. A daily status report of completed work/activities is made available to the *Service Manager* .

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

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4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

All *Contractor's* site personnel shall have training & certification to carry out the service.

The *Employer* imposes the following constraints and requirements regarding the people employed by the *Contractor* to Provide the Service, beyond those related to health and safety:

- Permits for Foreigners: The *Contractor* is solely responsible for obtaining and maintaining all necessary work permits, visas, and any other legal documentation for any foreign personnel employed to provide the service. All such personnel must comply with South African immigration laws and regulations. Copies of valid permits and documentation shall be provided to the *Service Manager* upon request.
- Training (Other than Health & Safety): The *Contractor* shall ensure that all personnel, including Subcontractor employees, receive adequate and appropriate training relevant to their assigned tasks and the specific requirements of the service. This includes, but is not limited to, operational training for specialized equipment (e.g., amphibious excavator), environmental awareness training, and any site-specific procedural training. Records of such training and certifications shall be maintained and made available for inspection.
- Use of Labour from Designated Areas: The *Employer* encourages and, where specified in the Contract Data or relevant legislation, requires the *Contractor* to prioritize the recruitment of labour from designated local areas or communities surrounding the site. The *Contractor* shall provide a plan outlining their approach to local labour engagement and report on the number of local individuals employed.
- Industrial Relations: The *Contractor* shall establish and maintain sound industrial relations practices, ensuring compliance with all applicable South African labour laws, collective bargaining agreements, and fair employment practices. The *Contractor* shall be solely responsible for managing all industrial relations matters, including any disputes or grievances, and shall ensure that such matters do not disrupt the provision of the service. The *Service Manager* shall be informed of any significant industrial relations issues that may impact the service.

4.1.2 BBBEE and preferencing scheme

The *Employer* requires the *Contractor* to comply with all applicable Broad-Based Black Economic Empowerment (BBBEE) legislation and Eskom's specific Preferencing Scheme requirements throughout the duration of the service.

This includes, but is not limited to, the following:

- BBBEE Compliance: The *Contractor* shall maintain their current BBBEE status as submitted during the tender process. Any changes to the *Contractor's* BBBEE status must be promptly communicated to the *Service Manager*. The *Employer* reserves the right to verify the *Contractor's* BBBEE status at any time during the contract period.
- Preferencing Scheme Adherence: The *Contractor* shall adhere to Eskom's Preferencing Scheme, which aims to promote local content, supplier development, and enterprise development. This may include specific targets or requirements for:

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- Local Content: Maximizing the use of locally manufactured goods, materials, and services. The Contractor shall provide evidence of local content utilization as required.
- Supplier Development: Engaging and developing small, medium, and micro-enterprises (SMMEs) and black-owned businesses within the supply chain. The Contractor shall identify and report on such engagements.
- Enterprise Development: Contributing to the growth and sustainability of black-owned enterprises.
- Reporting and Documentation: The Contractor shall provide regular reports and maintain comprehensive documentation demonstrating their compliance with BBBEE legislation and Eskom's Preferencing Scheme requirements. This may include:
 - BBBEE certificates.
 - Details of local content procurement.
 - Records of supplier and enterprise development initiatives, including expenditure and impact.
 - Any other information or reports as stipulated by Eskom's Preferencing Scheme guidelines.
- Audits: The Contractor shall facilitate and cooperate with any audits conducted by the Employer or their appointed representatives to verify compliance with BBBEE and Preferencing Scheme requirements.

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

The *Contractor* complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Employer* may identify certain preferred subcontractors for specific elements of the service. While the *Contractor* remains fully responsible for the performance of all subcontracted work, the *Employer's* preference for certain subcontractors, if any, will be communicated by the *Service Manager*. The *Contractor* shall consider these preferences during their procurement process, provided that the preferred subcontractors meet the *Contractor's* and the *Employer's* quality, safety, and commercial requirements. The *Contractor* shall:

- Consideration of Preferred Subcontractors: Where preferred subcontractors are identified, the *Contractor* shall engage with them to obtain quotations and assess their suitability for the relevant scope of work.
- Justification for Non-Selection: If the *Contractor* chooses not to appoint a preferred subcontractor, they shall provide a clear and justifiable reason to the *Service Manager* for such a decision. This justification should be based on objective criteria such as non-compliance with quality standards, uncompetitive pricing, or inability to meet the program.
- Compliance with Procurement Procedures: The selection of any subcontractor, whether preferred or not, must always comply with the *Contractor's* established procurement procedures as outlined in Section 4, including competitive tendering requirements where applicable.
- Contractual Responsibility: The use of any preferred subcontractor does not relieve the *Contractor* of their full contractual responsibilities for the performance of the service, including quality, safety, program, and cost control.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The Employer requires the Contractor to implement rigorous procedures for the preparation of subcontract documentation and the assessment of subcontract tenders to ensure optimal value, quality, and compliance.

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4.2.3 Limitations on subcontracting

The *Employer* imposes the following limitations and requirements on the *Contractor's* ability to subcontract any part of the service:

Prior Approval for Subcontracting: The *Contractor* shall not subcontract any portion of the service without the prior written approval of the *Service Manager*. This approval will be granted based on the *Service Manager's* assessment of the proposed subcontractor's capability, capacity, and compliance with all contractual and regulatory requirements.

Key Service Elements: The *Contractor* shall not subcontract the core elements of the service, specifically the operation of the amphibious excavator for the primary cleaning of seepage dams and the penstock, unless explicitly agreed otherwise with the *Service Manager* due to exceptional circumstances. The *Employer* expects the *Contractor* to directly execute these critical activities.

Responsibility for Subcontractors: Notwithstanding any approval to subcontract, the *Contractor* remains fully and solely responsible for the performance, acts, and omissions of all its subcontractors, their employees, and agents, as if they were the *Contractor's* own acts and omissions.

Compliance with Contract: All subcontracted work must be performed in full compliance with the terms and conditions of this contract, including all aspects of the Service Information, quality requirements, health and safety standards, and environmental regulations.

No Novation: Subcontracting does not imply any novation of the contract or direct contractual relationship between the *Employer* and the subcontractor.

Reporting on Subcontracting: The *Contractor* shall regularly report to the *Service Manager* on all current and proposed subcontracts, including the scope of work, duration, and the identity of the subcontractor.

4.2.4 Attendance on subcontractors

The *Employer* requires the *Contractor* to provide necessary attendance on its subcontractors to ensure efficient coordination, safe execution of work, and compliance with all project requirements. This includes, but is not limited to:

Site Access and Facilities: The *Contractor* shall provide all necessary site access, temporary facilities (e.g., power, water, sanitation, laydown areas), and logistical support to its subcontractors as required for them to perform their work efficiently and safely.

Coordination and Integration: The *Contractor* is responsible for the overall coordination and integration of all subcontractor activities into the main service program. This includes scheduling, managing interfaces between different work packages, and resolving any conflicts that may arise.

Health and Safety Oversight: The *Contractor* shall maintain rigorous health and safety oversight of all subcontractor activities, ensuring that subcontractors comply with the *Contractor's* Health and Safety Plan (Section 6) and all applicable regulations. This includes regular site inspections, safety briefings, and incident management.

Quality Control Oversight: The *Contractor* shall implement and maintain quality control oversight of all subcontractor work to ensure that it meets the required standards and specifications. This includes reviewing subcontractor quality plans, conducting inspections, and managing non-conformances.

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Communication and Reporting: The *Contractor* shall establish clear communication channels with its subcontractors and ensure that they receive all necessary information and instructions in a timely manner. The *Contractor* shall also ensure that subcontractors provide regular progress reports and any other required documentation.

Supervision: The *Contractor* shall provide adequate supervision of all subcontractor activities to ensure that work is performed competently and in accordance with the agreed-upon scope and methodology.

Resolution of Issues: The *Contractor* is responsible for promptly addressing and resolving any issues, disputes, or performance problems that may arise with its subcontractors, ensuring that such matters do not negatively impact the overall service delivery

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall supply and deliver suitable dredging plant, pumps, pipelines, excavators, trucks, compactors, jet-rodding equipment, generators where required, and any ancillary equipment necessary to execute the service.

Dredging plant shall have adequate reach and capacity to remove silt up to 8.0 m below the full supply level or dam crest where applicable.

Equipment shall be suitable for safe operation around ash water return dams, embankments, penstocks, culverts, solution trenches, overhead power lines and wet or soft ground conditions.

4.3.2 Correction of defects

The *Contractor* shall promptly correct any defects in the Service or work performed that are identified by the *Service Manager* or otherwise become apparent during the contract period, at no additional cost to the *Employer*, unless such defects are caused by the *Employer's* actions or omissions.

If the *Contractor* does not correct a defect within the time required by this contract, the *Service Manager* assesses the cost to the *Employer* of having the defect corrected by other people and the *Contractor* pays this amount.

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* is solely responsible for the procurement, delivery, and proper storage of all Plant and Materials required for the provision of the Service.

This includes ensuring that all procured items comply with relevant South African standards, specifications, and environmental regulations.

The *Contractor* will supply all the necessary material required to execute the works.

4.3.4 Tests and inspections before delivery

The *Contractor* shall perform all necessary tests and inspections of Plant and Materials prior to their delivery to the Site to ensure they meet the specified quality, performance, and safety requirements.

Records of all such tests and inspections shall be maintained and made available to the *Service Manager* upon request.

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4.3.5 Plant & Materials provided “free issue” by the *Employer*

Where the *Employer* provides Plant and/or Materials to the *Contractor* as "free issue," the *Contractor* shall be responsible for the safe receipt, storage, handling, protection, and incorporation of such Plant and Materials into the Service.

The *Contractor* shall inspect free issue items upon receipt and notify the *Service Manager* of any defects or discrepancies without delay.

The *Employer* does not guarantee continuity of supply of any off these items.

4.3.6 Cataloguing requirements by the *Contractor*

The *Contractor* shall implement and maintain a comprehensive cataloguing system for all Plant and Materials brought onto and removed from the Site, including free issue items.

This system shall provide clear identification, quantity tracking, and location information, and be available for inspection by the *Service Manager*.

5 Working on the Affected Property

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

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction presented by Arnot Power Station free of charge prior to commencement with the services.

The induction is valid for the duration of one (1) year at the Power Station.

All Site access is controlled through the designated access gate.

The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be always adhered to on the premises.

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 'co-operate fully to achieve this objective.

The *Service Manager* must be informed within 24 hours of any injuries or damage to property or equipment.

This report does not relieve the *Contractor* of his legal obligation 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.

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5.2 People restrictions, hours of work, conduct and records

The *Contractor* keeps records of his people working on the Affected Property. The *Service Manager* shall have access to them at any time.

Work shall generally be conducted during Arnot Power Station's stipulated operational hours, which will be communicated by the *Service Manager*.

Any deviation from agreed operating hours, including work outside normal hours or on weekends/public holidays, must be requested in advance and receive explicit approval from the *Service Manager*.

The attendance register needs to be signed daily at the *Service Manager*'s office and the working hours on the *Employer's* site is as follows:

Monday to Thursday – 07h00 to 16h15

Fridays – 07h00 to 12h00

Deliveries can only be done during normal working hours unless the purchaser requests the goods immediately in cases of emergency.

5.3 Health and safety facilities on the Affected Property

Medical facilities are available on site for emergencies only.

The *Contractor* shall comply with the health and safety requirements:

A. Road Safety

Speed limit: 40km/h

By passing Speed humps not allowed

Transporting People at the back of the bakkie is not allowed

Buckle up always

Park only at demarcated areas

B. Sanitation

Toilets for both genders are available at the plant

C. Emergency

The emergency number for Arnot is 013 297 9184 Pax:5222

Emergency alarms are tested every Wednesday 10H00

D. Access

Before access can be granted the following must be met:

Safety file checked and approved

The *Contractor* shall comply with the latest version of Occupational Health and Safety Act No. 85 of 1993 and Eskom Health and Safety policy, procedures, specifications and guidelines.

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor* shall actively cooperate with other contractors, site personnel, and any other parties present on the Affected Property to ensure the smooth execution of the Service and avoid any conflicts or disruptions.

This includes providing reasonable access, sharing information, and obtaining acceptance from relevant parties before undertaking activities that may impact their operations or property.

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5.5 Records of *Contractor's* Equipment

The *Contractor's* equipment will be verified at the security gate and recorded whether it is owned or hired. Include any constraints, including removal from the Affected Property.

The *Contractor* shall maintain comprehensive and up-to-date records of all its Plant and Equipment utilised on the Affected Property.

These records shall include details such as equipment type, identification numbers, maintenance schedules, inspection reports, and any relevant certifications, and shall be made available to the *Service Manager* upon request.

5.6 Equipment provided by the *Employer*

Where the *Employer* provides any equipment for the *Contractor's* use on the Affected Property, the *Contractor* shall be responsible for its safe operation, routine maintenance, and security. Any defects or damage to such equipment shall be immediately reported to the *Service Manager*.

The *Contractor* shall use *Employer*-provided equipment strictly for the purposes of the Service and in accordance with the *Employer's* instructions.

- Should the *Contractor* require using any of the employer's equipment it must be specified by the *Contractor* during the kick off meeting. The *Employer* does not guarantee continuity of any of items.
- The *Employer* shall be entitled to withdraw use of the said equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and or lost whilst in the *contractor's* custody and control.
- The *Contractor* site manager must ensure that any one of his employees or sub-contractors, operating hoist equipment belonging to the *Employer* is authorised by an accredited company and retraining is done annually.

Arrangements for training courses can be made via Arnot Power Station Maintenance training, but the *contractor* will absorb costs.

A copy of this accredited and valid training certificate must be given to the *Employer's* supervisor who will then arrange access for usage.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

The *Employer* will provide certain site services and facilities for the *Contractor's* use on the Affected Property, as specified in the Contract Data or as otherwise agreed. These may include, but are not limited to, access to:

Potable water

Potable water for construction purposes is also available free of charge. Any installation is for the *Contractor's* account.

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Meals

Meals on site for *Contractor's* personnel are not available

Sanitary Facilities

Sanitary facilities are provided by the *Employer*.

The *Contractor* is to provide this facility should the existing facilities not be within reasonable distance from the working areas.

General

The *Contractor* is to comply with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer's* Site regulations and inspections.

Fire Protection

The *Contractor* is to comply with requirements of Eskom Standard NWS 1494 Revision 4 "Fire prevention and protection of *Contractor's* premises on Engineering Sites" and of Site Regulations pertaining fire protection. (NWS1494 Revision 4).

Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must always remain accessible.

Plant Safety Regulations

The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations. The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

Induction training to employees

No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the *Service Manager* one week in advance for a course booking.

Supply of construction power

Conditions of supply for Erection In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act,

no 85 of 1993 the following requirements are met before electricity is supplied it is expected that the *Contractor* is in possession of a valid certificate of compliance. Your electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142. After you have obtained the certificate of compliance, the *Employer* is to inspect your electrical installation and if satisfied, it is connected and supplied from the construction power supply.

The *Contractor* provides at his own expense all temporary wiring and cabling to lead power from the *Employer's* supply points, to where it is required, maintain same and remove on completion. These points of supply are the points designated by the Service Manager .

Warning:

Phase rotation may change during power supply breaks. *Contractors* are responsible to check rotation of their Equipment before recommencing work.

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Application for supply

A standard 'Application for Power' form is completed and submitted to the *Service Manager* at least two weeks before a power supply is required. The *Employer* guarantees the continuity of power supply for a minimum 26 out of 30 days.

Cost of supply

There is no charge for electricity used for construction purposes and no connection fee is levied for the point of supply.

5.7.2 Provided by the Contractor

The *Contractor* provides and supplies all the necessary tools and equipment that are needed for the entire contract period to executing the work and stores them as maybe required in the area designated by the Service Manager.

The *Contractor* provides its employees with PPE and uniform that meets the requirements facility; this includes work wear for cold weather. PPE's shall be company branded.

All uniform and PPE are kept in a neat condition. Employees are provided with enough PPE and uniforms to ensure a clean set for each shift

5.8 Control of noise, dust, water and waste

Refuse Disposal

The *Contractor* is responsible to keep the work area clean of any rubble.

All waste introduced and/or produced on the *Employer's* premises by the *Contractor* for this contract, is 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: ISBN0621 - 16296-5.

The *Employer* provides colour coded bins for refuse disposal.

The *Employer* empties these bins.

Contractor keeps the work area clean of any rubble, and to places all refuse into the bins provided.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins.

5.9 Hook ups to existing works

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

The *Contractor* shall be responsible for all temporary connections and "hook-ups" to existing power station infrastructure, including but not limited to, water lines, power supplies, and access roads, required for the execution of the Service.

All such connections shall be made safely, in accordance with Eskom's procedures and standards, and with the prior written approval of the *Service Manager*.

Upon Completion of the Service or as directed by the *Service Manager*, the *Contractor* shall safely disconnect and restore all affected existing works to their original condition.

CONTRACT TITLE: CONTRACT TITLE: DREDGING OF HIGH-LEVEL AND LOW-LEVEL ASH WATER RETURN DAMS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF 36 MONTHS AT ARNOT POWER STATION

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The *Service Manager* and the *Contractor* to conduct Performance Testing, Equipment Functionality Checks and Post-Dredging Surveys.

5.10.2 Materials facilities and samples for tests and inspections

QCP to be provided by the contractor, accepted by the *Employer* before work commences.
Quality control check will be done again when the work is completed.

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to the contract

Drawing number	Revision	Title
0.41/18149	As issued	High Level Dams