



NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of Lifting Machinery Training on an as
and when required basis for the Free State Operating
Unit for a period of 36 months**

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ENQUIRY No.

PART C1: AGREEMENTS & CONTRACT DATA

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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:

The Provision of Lifting Machinery Training on an as and when required basis for the Free State Operating Unit for a period of 36 months

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	RATES BASED
	Sub total	RATES BASED
	Value Added Tax @ 15% is	RATES BASED
	The offered total of the amount due inclusive of VAT is ¹	RATES BASED

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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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

**for the
Employer**

(Insert name and address of organisation)

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	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name & signature of witness

Date

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C1.2 TSC3 Contract Data

Part C1.2a - Data provided by the *Employer*

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: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (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
10.1	The <i>Service Manager</i> is (name):	Mr Mark Verheijen
	Address	1 Portland Road, Mkondeni
	Tel	(033) 395 7011
	e-mail	verheim@eskom.co.za
11.2(2)	The Affected Property is	Free State Operating Unit
11.2(13)	The <i>service</i> is	The Provision of Lifting Machinery Training on an and when required basis for Free State Operating Unit for a period of 36 months

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

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11.2(14) The following matters will be included in the Risk Register

11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents 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	One (1) week
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	One (1) month prior to the starting date of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	(i) the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates

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		Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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 service at intervals no longer than	Four (4) weeks
11	Data for Option W1	
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).
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	KwaZulu-Natal Province of South Africa
	The person or organisation who will	

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	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	One month prior to the tender closing date. The rates can be adjusted using CPI after the anniversary of the contract, upon application from the <i>Contractor</i> and approval by the <i>Employer</i>.
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	The Service Information C3.1 - 2.14
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	R0.0 (zero Rand)
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
X18.3	The <i>Contractor's</i> 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
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , 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

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X18.5	The <i>end of liability date</i> is	- outside the Affected Property, - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right. Six (6) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	One (1) week of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
	Z1 to Z14 always apply.	

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Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

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- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his 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 *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z6 Health, safety and the environment: Add to core clause 27.4**
- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
 accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7 Provision of a Tax Invoice and interest. Add to core clause 51**
- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <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 of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <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 to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

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Action Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <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.
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	<u>Loss of or damage to property</u> The replacement cost

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(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>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 86
by the
Employer**

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

Z13 Nuclear Liability

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- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <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.
SANAS	means the South African National Accreditation System.

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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 *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part C1.2b - Data provided by the *Contractor*

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	N/A
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: 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	

Part C2: Pricing Data
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	2
	Total number of pages	5

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		1. the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and 2. 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.

Function of the Price List

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

Link to the *Contractor's* plan

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

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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*:

- 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*

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	Description	Unit	Course Duration (Day)	Rate Per Course Per Student
1	Counter-Balanced Lift Truck Novice Training.	Day	5	
	> 15 Tons: Code F4 (Unit Standard- 260818)			
	< 15 Tons: Code F1-F3 (Unit Standard- 242974) Full Training			
2	Counter-Balanced Lift Truck Re Certification.	Day	1	
3	Hydraulic Mobile Cranes up to 50 000kg Novice Training.	Day	5	
	< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982)			
4	Hydraulic Mobile Crane up to 50 000kg Re Certification.	Day	1	
5	Hydraulic Mobile Cranes above 50 000kg Novice Training.	Day	5	
	< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982)			
6	Hydraulic Mobile Crane- above 50 000kg Re Certification.	Day	1	
7	Pedestal Mounted Ladders – Novice Training.	Day	5	
8	Pedestal Mounted Ladders – Re-Certification	Day	1	
9	Mobile Elevated Work Platforms (Aerial Device) – Novice Training.	Day	5	
	Code C53 (Aerial Device) Unit Standard 243273)			
10	Mobile Elevated Working Platform (Aerial Device) – Re Certification.	Day	1	
11	Truck Mounted Crane Novice Training.	Day	5	
	Code C32 (Unit Standard- 242978)			
12	Truck Mounted Crane Re Certification.	Day	1	
13	Hoist and Winches Novice Training.	Day	5	
	C54 (Unit Standard- 244407)			
14	Hoist and Winches-Re Certification	Day	1	
15	Wall Mounted Jib Crane Novice Training	Day	5	
	Code C54 (Unit Standard-260758)			
16	Wall Mounted Jib Crane Re Certification	Day	1	
17	Overhead Crane (Cab Control) Novice Training	Day	5	
	Code C31 (Unit Standard- 116231)			
18	Overhead Crane (Cab Control) – Re Certification.	Day	1	
19	Overhead Crane (Pendant and Radio Control) Novice Training.	Day	5	
	Code C30 (Unit Standard- 116235)			

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20	Overhead Crane (Pendant and Radio Control) – Re Certification.	Day	1	
21	Sling loads. (Sling and communicate)	Day	5	
	(Unit Standard 12481)			
22	Three Wheel Logger (TELE LOGGER) Novice Training.	Day	5	
	Code X) Code F11 Unit Standard 260762			
23	Three Wheel Logger Re Certification.	Day	1	
24	Operate a backhoe/loader	Day	3	
	Unit Standard-262727			
25	Operate a backhoe/loader re-fresher	Day	1	
26	Travelling	km		
27	Accommodation	Day		

The Provision of Lifting Machinery Operator Training on a when required basis for the KwaZulu-Natal Operating Unit for a period of 36 months

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1. Description of the service

1.1 Executive overview

The provision of Safety related training within the KwaZulu Natal OU for a period of 36 months as per below outlined list.

1.2 Employer's requirements for the service

1. Counter-Balanced Lift Truck Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Counter-Balanced Lift Truck and its application within Eskom.

Duration: **5 days**.

Number of Learners/intervention: **Maximum 4**.

Frequency: Training shall be provided as and when the need arises. Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years.

Target Group: Counter-Balanced Lift Truck Operators (Forklift operators).

Requirements: According to the following Unit Standard – Operate Counter-Balanced Lift Truck.

> 15 Tons: Code F4 (Unit Standard- 260818).

< 15 Tons: Code F1-F3 (Unit Standard- 242974).

2. Counter-Balanced Lift Truck Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Counter-Balanced Lift Truck and its application within Eskom.

Duration: **1 day**

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Re Certification Training: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Counter-Balanced Lift Truck Operators (Forklift operators).

Requirements: According to the following Unit Standard – Operate Counter-Balanced Lift Truck.

> 15 Tons: Code F4 (Unit Standard- 260818).

< 15 Tons: Code F1-F3 (Unit Standard- 242974).

3. Hydraulic Mobile Cranes up to 50 000kg Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom

Duration: **5 days**.

Number of Learners: **Maximum 4**.

The Provision of Lifting Machinery Operator Training on an as and when required basis for the Free State Operating Unit for a period of 36 months

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Hydraulic Mobile Crane Operators (up to 50 000kg).

Requirements: According to the following Unit Standard – Operate Hydraulic Mobile Crane.

< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982).

4. Hydraulic Mobile Crane up to 50 000kg Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

Duration: **1 Day** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Mobile Crane Operators (up to 50 000kg).

Requirements: According to the following Unit Standard – Operate Hydraulic Mobile Crane.

< 50 000kg: Code C33, C34, C37, C38, C43 (Unit Standard- 242982).

5. Hydraulic Mobile Cranes above 50 000kg Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Hydraulic Mobile Crane Operators (above 50 000kg).

Requirements: According to the following Unit Standard – Operate Hydraulic Mobile Crane.

> 50 000 kg: Code C35, C36, C39, C40 (Unit Standard- 116254).

6. Hydraulic Mobile Crane- above 50 000kg Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hydraulic Mobile Crane and its application within Eskom.

Duration: **1 day** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

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Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Hydraulic Mobile Crane Operators (above 50 000kg).

Requirements: According to the following Unit Standard – Operate Hydraulic Mobile Crane.

> 50 000 kg: Code C35, C36, C39, C40 (Unit Standard- 116254).

7. Pedestal Mounted Ladders – Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Pedestal Mounted Ladders and its application within Eskom.

Duration: **5 days**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Pedestal Mounted Ladders N/A (Unit Standard).

Requirements: According to the following Unit Standard – Pedestal Mounted Ladders.

Unit Standard (NOT IN PLACE).

8. Pedestal Mounted Ladders – Re-Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Pedestal Mounted Ladders and its application within Eskom.

Duration: **1 Day** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Max 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Pedestal Mounted Ladders.

9. Mobile Elevated Work Platforms (Aerial Device) – Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Mobile Elevated Work Platform and its application within Eskom

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;

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g) Authorisation expired;
h) Recommendations from incident investigations
Validation of Authorization carry card: 2 years
Target Group: Mobile Elevated Work Platforms (Aerial Device).
Requirements: According to the following Unit Standard – Mobile Elevated Work Platform (Aerial Device) .
Code C53 (Aerial Device) Unit Standard 243273).

10. Mobile Elevated Working Platform (Aerial Device) – Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Mobile Elevated Working Platform (Aerial Device) and its application within Eskom.

Duration: **1 Days** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Mobile Elevated Working Platform Operators (C53).

Requirements: According to the following Unit Standard – Mobile Elevated Working Platform (Aerial Device).

Code C53 (Unit Standard- 243273).

11. Truck Mounted Crane Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Truck Mounted Crane, (capacity stated on training certificate) and its application within Eskom.

Duration: **5 days**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Truck Mounted Crane Operators.

Requirements: According to the following Unit Standard – Truck Mounted Crane.

Code C32 (Unit Standard- 242978).

12. Truck Mounted Crane Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Truck Mounted Crane up to capacity stated on certificate and its application within Eskom.

Duration: **1 days** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4.**

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Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Truck Mounted Crane Operators.

Requirements: According to the following Unit Standard – Truck Mounted Crane.

Code C32 (Unit Standard- 242978).

13. Hoist and Winches Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hoist & Winches and its application within Eskom.

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Hoist & Winches Operators.

Requirements: According to the following Unit Standard – Hoist & Winches.

Code C54 (Unit Standard- 244407).

14. Hoist and Winches Truck Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Hoists and Winches and its application within Eskom.

Duration: **1 Days** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Refresher/Retraining: Retraining will be conducted where;

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Hoist and Winches Operators.

Requirements: According to the following Unit Standard – Hoist & Winches Operate.

C54 (Unit Standard - 244407).

15. Wall Mounted Jib Crane Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Wall Mounted Jib Crane and its application within Eskom.

Duration: **5 days**

Number of Learners: **Maximum 4.**

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Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Wall Mounted Jib Operators.

Requirements: According to the following Unit Standard Wall Mounted Jib Crane.

Code C54 (Unit Standard- 260758).

16. Wall Mounted Jib Crane Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Wall Mounted Jib Crane and its application within Eskom.

Duration: **1 days** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Refresher/Retraining: Retraining will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Wall Mounted Jib Crane Operators.

Requirements: According to the following Unit Standard – Operate Wall Mounted Jib.

Code C54 (Unit Standard-260758).

17. Overhead Crane (Cab Control) Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Overhead Crane (Cab Control) and its application within Eskom.

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Validation of Authorization carry card: 2 years

Target Group: Overhead Crane Cab Control Operators.

Requirements: According to the following Unit Standard – Operate Overhead Crane (Cab Control).

Code C31 (Unit Standard- 116231).

18. Overhead Crane (Cab Control) – Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Overhead Crane (Cab Control) and its application within Eskom.

Duration: **1 days** (One day safety / theoretical and one day practical assessment).

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

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Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Overhead Crane (Cab Control) Operators.

Requirements: According to the following Unit Standard – Operate Overhead Crane (Cab Control).
Code C31, Standard- 116231.

19. Overhead Crane (Pendant and Radio Control) Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Overhead Crane (Pendant and Radio Control) and its application within Eskom.

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Validation of Authorization carry card: 2 years

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations

Target Group: Overhead Crane (Pendant and Radio Control) Operators.

Requirements: According to the following Unit Standard – Overhead Crane (Pendant and Radio Control).

Code C30 (Unit Standard- 116235).

20. Overhead Crane (Pendant and Radio Control) – Re Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Overhead Crane (Pendant and Radio Control) and its application within Eskom.

Duration: **1 days** (One day safety / theoretical and one day practical assessment.).

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Overhead Crane (Pendant and Radio Control) Operator.

Requirements: According to the following Unit Standard – Overhead Crane (Pendant and Radio Control).

Code C30, Standard- 116235.

21. Sling loads. (Sling and communicate)

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of sling loads and its applications within Eskom.

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Duration: **5 Days.**

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: N/A

Target Group: All lifting machine operators and all participants identified as slingers.

Requirements: Accordance to the following Unit Standard – Sling loads.

Sling Loads (Unit Standard 12481).

22. Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Operators Novice Training.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Operators and its application within Eskom.

Duration: **5 days.**

Number of Learners: **Maximum 4.**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Operators

Requirements: Eskom Training Manual and according to the following Unit Standard – Overhead Crane (Pendant and Radio Control).

Code F11 (Unit Standard- 260762).

23. Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Re-Certification.

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of an Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Operators and its application within Eskom.

Duration: **1 days.**

Number of Learners: **Maximum 4**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- a) Legislations change;
- b) Internal standards and procedures change;
- c) Authorisation expired;
- d) Recommendations from incident investigations.

Validation of Authorization carry card: 2 years

Target Group: Three Wheel Logger (TELE LOGGER) (Pick poles up Cross Arms) Grapple Code X) Operators

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Requirements: Eskom Training Manual and according to the following Unit Standard – Overhead Crane (Pendant and Radio Control).
(Unit Standard- 260762).

24. Operate a backhoe/loader

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a Backhoe/loader and its application within Eskom.

Duration: **3 Days**

Number of Learners: **Maximum 6**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations.

Validation of Authorization carry card: 3 years

Target Group: Backhoe/loader Operators

Requirements: Eskom Training Manual and according to the following Unit Standard – 262727
(Unit Standard 262727)

25. Operate a backhoe/loader re-fresher

Upon completion of the course, the participants are expected to have a full understanding of the safe operation of a backhoe/loader and its application within Eskom.

Duration: **1 days**.

Number of Learners: **Maximum 6**

Frequency: Training shall be provided as and when the need arises.

Re Certification: Training will be conducted where:

- e) Legislations change;
- f) Internal standards and procedures change;
- g) Authorisation expired;
- h) Recommendations from incident investigations.

Validation of Authorization carry card: 3 years

Target Group: Backhoe/loader operators

Requirements: Eskom Training Manual and according to the following
Unit Standard-262727)

1.2.1 General Requirements and Supervision Service

Statement of Service Objectives	To achieve a win-win relationship between the Eskom team and the <i>Contractor</i> in providing non-technical facility management services. Building positive attitudes, where problems are resolved together with initiative and enthusiasm.
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Background Information	Eskom requires a <i>Contractor</i> that can act in a professional and independent manner, manage their own team and implement a system of continuous improvements beneficial to Eskom and the <i>Contractor</i>. The <i>Contractor</i> will be responsible for ensuring that the fundamental requirements of the contract are not only met, but also exceeded. The <i>Contractor</i> is to manage the Service and any item related to that Service in the Eskom sites with innovation and integrity. Materials used must comply with the environmental legislation and must be environmentally friendly. All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes. All work must be supervised and managed by responsible supervisors. The <i>Contractor</i> together with the supervisor and head office manager is required to attend regular meetings with Eskom on-site.	
MAJOR REQUIREMENT	SPECIFIC REQUIREMENT	AVAILABILITY / PERFORMANCE STANDARDS
1. Supervision	1.1 All activities carried out by employees of the <i>Contractor</i> shall be supervised and managed by a responsible supervisor. Any reasonable instruction made by Eskom to the <i>Contractor</i>, in writing, shall be communicated to the <i>Contractor's</i> staff by the <i>Contractor</i>. Proof of information sharing to the <i>Contractor's</i> employees	No incident of failure to comply with this responsibility and/or Service Level may be determined during the currency of this Agreement. Staff failure to comply with Eskom instructions will be deemed a failure in Supervision.
	1.2 The <i>Contractor</i> will be required to attend regular meetings not only by the site supervisor but also a head/ regional-office manager.	Meetings to be arranged by the <i>Service Manager</i>; and no failure to comply with this responsibility must occur during the period of this contract.
	1.3 Any preventative / corrective action requested must be addressed in follow-up meetings.	Failure to advise on action being under- taken to address issues raised in previous meetings will result in a non-compliance
	1.4 Other contractors and/or the employees may be working on the same site and the <i>Contractor</i> may in such cases be required to work in close corporation therewith	Incidence of un-co-operative or lack of assistance shall not be tolerated, unless a valid reason exists of which Eskom must be notified immediately.
	1.5 The <i>Contractor</i> shall ensure that their staff are at all times professional, sober and courteous towards visitors and tenants frequenting any Eskom site/s	Where necessary the <i>Contractor</i> to take appropriate action against the staff member. Where appropriate Eskom reserves the right to have the guilty staff member removed from site

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	2.2 The <i>Contractor</i> shall ensure that their staff appearance is neat, that such staff are well groomed and that such personnel at all times whilst on duty wear their uniforms and applicable personal protective	Any staff of the <i>Contractor</i> found untidy, not clean, or with inappropriate hygiene, shall be requested to be removed from site, with immediate effect. The <i>Contractor</i> shall provide an acceptable and approved replacement/
3. Training	3.1 The <i>Contractor</i> shall ensure that their staff have full knowledge of the Site as well as services/facilities available at the site.	Any staff of the <i>Contractor</i> who are found lacking in their knowledge of the site within reason, or who are found lacking in their ability to transfer this knowledge will be liable for a non-
	3.3 All senior personnel of the <i>Contractor</i> must be equipped with cell phones, which are fully operable during Service hours.	Any supervisor not available during service hours must be addressed by Senior Management of the <i>Contractor</i> .
4. Staff	4.1 The <i>Contractor</i> shall ensure that its personnel only make use of facilities specifically provided to such personnel on the Site.	Any staff of the <i>Contractor</i> who is found using any facilities except those provided, for an unacceptable reason, shall result in a noncompliance.
	4.2 The <i>Contractor</i> staff shall inform the relevant Site Owner at least a week prior to arriving at the site.	Failing in complying will result in a non-conformance.
	4.3 All <i>Contractor's</i> staff shall report to the relevant Site Owner upon arriving on Site and prior to commencing work.	Failing in complying will result in a non-conformance, and may result in the <i>Contractor</i> not granted access to the Site.
	4.3 Full details of any member of staff must be provided by the <i>Contractor</i> at the request of Eskom	Failure to provide details of a staff member as requested will result in a non-compliance.
	4.4 Staff will act in a responsible manner and will not compromise any security procedure applicable on the site.	Failure to act in a responsible manner will result in a non-compliance.
5. Reporting	5.1 The monthly report must as a minimum include the following: staff attendance report; equipment breakdowns; and rectification report, schedules and duties performed, quality control report, staff turnover, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies.	No failure to provide relevant information in a clear and legible format. Format to be discussed and agreed with the <i>Service Manager</i>

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1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CNC	Customer Network Centre
OHSACT	Occupational Hygiene and Safety Act
SABS	South African Bureau of Standards
ISO	International Organization for Standardization
SANS	South African National Standards
ERE	Eskom Real Estate Department
N/A	Not Applicable

1.4 Other Documentation

Title	Date or revision	Tick if publicly available
N/A		

2. Management strategy and start up

2.1 The *Contractor's* plan for the service

The *Contractor* must detail below a plan which stipulates how he intends on performing the Service throughout the *service period*, as required by clause 21.2.

Staff structure

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress/feedback in terms of contract obligations	Monthly intervals or when deemed required by the <i>Service Manager</i> .	New Germany or Westville or Mkondeni	<i>Employer / Service Manager / relevant Eskom representatives and</i>

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

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

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

The *Contractor* must include an organogram of the structure that will be supporting the contract. The names, identity numbers, qualifications and experience must be listed.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required Service will be communicated to the *Contractor* via a Task Order.

Feedback questionnaires must be duly completed by Eskom departmental supervisors and managers and forwarded to the Eskom Real Estate Department.

Eskom will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

2.6 Invoicing and payment

The *Contractor* provides a statement on the 10th and 25th of every month for the duration of the contract. The statement will reflect the following information of on all invoices submitted for payment, from the start of the contract:

- Date of Invoice
- Date of delivery of Service
- Invoice Number
- Invoice Amount excluding VAT
- PO Number
- Task Order Number
- GR Number

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- Payment Status (either Paid or Unpaid)

The statement will also reflect the following summaries:

- Invoice payments outstanding <= 30days
- Invoice payments outstanding > 30days <=60 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 60days <=90 days
- Invoices payment outstanding > 90days
- Total of Invoices where the *Contractor* has received payment
- Total of Invoices where the *Contractor* is awaiting 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
ESKOM HOLDINGS SOC LIMITED

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;

The *Contractor* shall comply with the *Employer's* E-Invoicing process when submitting invoices for payment.

2.6.1 Payment Item Descriptions

The descriptions given for the payment items in the Price List, indicate the work to be allowed for in the tendered rates and prices for such payment items, and are for the guidance of the *Contractor* and do not necessarily repeat all the details of work and materials required by and described in the Service Information.

2.6.2 Prices to be Inclusive

The *Contractor* shall accept the payment provided in the Contract and represented by the rates and prices tendered by him in the Price List, as payment in full for executing and completing the work as specified.

Where the *Contractor* has priced an item as "nil" or "0-00" it will be deemed that no charges are or will be incurred against such an item. In the event of no price having been entered against any item, the tendered rate, price or sum will be taken as "nil" or "0-00".

2.6.3 Measurement Meetings

The *Contractor* shall attend monthly meetings with the *Service Manager* and Supervisor where all matters concerning payment shall be discussed. In particular the *Contractor* shall submit for the meeting a monthly statement together with all calculations and supporting data in substantiation of any payments.

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2.7 Contract change management

- Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this Contract.
- The *Contractor* shall request this form from the *Service Manager*.

2.8 Records of Defined Cost to be kept by the Contractor

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the Employer

As per clause 83.1 Insurance provided by *Employer*

2.10 Training workshops and technology transfer

- Proof of training of staff
- Proof of Training Records.

2.11 Design and supply of Equipment

The *Contractor* takes full liability for the use of all equipment in the execution of Services for this contract.

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

2.12.1 Equipment

- **N/A**

2.12.2 Information and other things

- Summary of all quantity of items supplied by *Contractor* as per the Price List for the duration of the contract.
- Summary of lessons learnt during the contract period.
- Summary of training undertaken by the *Contractor's* employees over the duration of the contract.
- Copy of all complaints registers
- Copy of all completed questionnaires
- Copy of all monthly reports
- All Safety Files and all other relevant safety documentation relevant to this contract.

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2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates. Below is an example of a Task Order Form, whereby the format be changed at any time by the *Service Manager*.

	TASK ORDER	Template Identifier	240 - 774601027	Rev	
		Effective Date	12 August 2015		
		Next Review Date	August 2018		
		Eskom Real Estate			

TASK ORDER NO:		SAP No:	
ISSUED BY:		SIGN:	
DATE ISSUED:			
CONTRACTOR:			
ORDER NUMBER:			
PLANNED START DATE :			
PLANNED COMPLETION:			
DELAY DAMAGES:			
LOCATION:		INTERNAL ORDER	
CONTACT PERSON ON SITE :			
TYPE			
I authorize you to carry out the following task/s on the above site as per scope of works listed below:			

Scope of Work: Complete ☐ Incomplete ☐

Date Complete _____

Contractor: _____ Eskom Responsible Person: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

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2.14 Low service damages table

Item	Amount
Non-compliance to Eskom's Cardinal Rules	R 5 000 per finding
Non-compliance to Eskom Procedures and Policies	R 5 000 per finding
Non-compliance to Safety Acts, Standards, Procedures and Policies	R 5 000 per finding
Non-compliance to the OHSACT regulations, local municipal by-laws, government legislation and SABS codes.	R 5 000 per finding
Any staff of the <i>Contractor</i> found wearing the incorrect PPE, or found with dirty or wrinkled clothes, or not wearing their identity/ name tag shall result in a non-compliance to the <i>Contractor</i> .	R 1 000 per day per staff member
Non submission PCO Certificate every twelve months, from the inception of the Contract.	5% of the total invoice value per month of non-compliance
Non submission SAPCA Certificate every twelve months, from the inception of the Contract.	5% of the total invoice value per month of non-compliance

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3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kersemi Pather

The *Contractor* shall comply with the health and safety requirements contained in Part 3 - Safety.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Part 5 - Environmental

3.3 Quality assurance requirements

Quality management

System requirements

Clause 3.3.1 requires that the *Contractor* operate a quality management system as stated in the Scope. Include your requirements here

The Contractor shall control his activities and processes in accordance with Eskom's Quality Assurance Standard **QM58: Supplier contractor quality requirements specification**

The *Contractor* will be responsible for the verification and signing of the quality inspection points which must be maintained by the *Contractor* and presented to Eskom on request.

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Information in the quality plan

Clause 3.3.2 requires that the *Contractor* provide a quality policy statement and quality plan which complies with requirements stated in the Scope.

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents , records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
- (e) Eskom reserves the right to inspect any or all of the work. Verification by Eskom shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The Services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by Eskom shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
- (g) The *Contractor* / Consultant shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the *Contract* shall relieve in any way the *Contractor* / Consultant from the obligation of Quality control thereof.
- (i) The *Contractor* / Consultant guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The *Contractor* / Consultant shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* / Consultant intends to perform the Contract.
- (k) The *Contractor* / Consultant shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.

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

The Contractor shall comply with the health and safety requirements contained in Part 4 - Quality to this Service Information.

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4. Procurement

4.1 People

- The *Contractor* is solely responsible for the resolution of any dispute or problems that may occur between himself and his staff.
- The *Contractor* undertakes to hold the *Employer* harmless against any determination or award made in terms of the Labour Relations Act No.66 of 1995 as amended.

4.1.1 Minimum requirements of people employed

- All of the *Contractor's* staff must be able to communicate in English.
- All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions
- All of the *Contractor's* staff who are not South African citizens, must have valid work permits.

4.1.2 BBBEE and preferencing scheme

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both deponent and the commissioner of oaths, and stamped by the commissioner of oaths) for EME/QSE level 1 to 2.

Skills development

Category	Eskom's Target	Tenderer's proposal
N4 Electrical Engineering (FET/TVET Colleges)	1	
N5 Electrical Engineering (FET/TVET Colleges)	1	
N6 Electrical Engineering (FET/TVET Colleges)	1	

Note: Successful Training Provider/s to deliver on 1 Skill (from the list above) for every R2 000 000 invoiced to Eskom. The final skills awarded to each company will be determined by the contract value awarded to the company.

4.2 Subcontracting

4.2.1 Preferred subcontractors

None

4.2.2 Subcontract documentation, and assessment of subcontract tenders

SANAS accredited BBBEE certificate (certified copy) or valid original sworn affidavit (DTI template, duly completed, dated and signed by both the deponent and the commissioner of oaths, and stamped by the commissioner of oaths).

4.2.3 Limitations on subcontracting

The use of Sub Contractors by the *Contractor* must be approved in writing by the *Service Manager* before commencement on site.

The Provision of Lifting Machinery Operator Training on an as and when required basis for the Free State Operating Unit for a period of 36 months**4.2.4 Attendance on subcontractors**

This is the sole responsibility of the *Contractor*.

The Provision of Lifting Machinery Operator Training on an as and when required basis for the Free State Operating Unit for a period of 36 months**4.3 Plant and Materials**

4.3.1 Specifications

N/A

4.3.2 Correction of defects

N/A

4.3.3 Contractor's procurement of Plant and Materials

N/A

4.3.4 Tests and inspections before delivery

N/A

4.3.5 Plant & Materials provided "free issue" by the *Employer**The Employer will not provide any materials for use by the Contractor.*

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5. Working on the Affected Property

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

The *Contractor* and all of his staff shall undergo Eskom induction prior to entering the Affected Property.

5.1.1 Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.
- Drivers of vehicles in the Eskom Property will be required to obtain an Eskom Driver Permit.

5.1.2 Security

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

5.1.3 Access to and Departure from the Site

- Access to all sites will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.
- The *Contractor* is responsible for arranging access to site with the relevant Eskom representative prior to dispatching services to the site. No claims will be entertained should the *Contractor* not be able to gain access to the site.

5.1.4 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the Contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.

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- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

5.1.5 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
 - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
 - The removal of any item at a later stage of the Contract will require a security form with the necessary approval and responsible manager's signature.
 - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* is responsible for the provision of meals of his own personnel, and the cost thereof.
- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The *Contractor* is responsible for the training and development of his staff whilst employed by the *Employer*.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors and the *Service Manager* shall have access to these records at any time.

5.3 Health and safety facilities on the Affected Property

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

5.4 Environmental controls, fauna & flora

5.4.1 Protection of Flora

The removal, damage and disturbance of indigenous flora are prohibited.

5.4.2 Protection of the Fauna

The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding or egg collecting and disturbance does not occur.

The *Contractor* is to ensure that his employees are instructed not to feed wild animals.

No domestic pets or livestock are permitted on site.

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The Contractor must report, and manage, all environmental incidents in accordance to Eskom's Environmental Incident Management Procedure, 240-133087117.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

5.6 Records of Contractor's Equipment

Prior to starting work on the Affected Site, the *Contractor* will compile a list of his equipment, either owned or hired, which will be used for the execution of this Contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the Employer

Prior to starting work on the Affected Site, the *Contractor* will compile the list of the *Employer's* equipment which is on site and will be used for the execution of the contract. This list will be signed off by the *Contractor* and the *Service Manager*.

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon termination of the contract.

5.8 Site services and facilities

5.8.1 Provided by the Employer

5.8.1.1 Water and Electricity usage

- Water and Electricity will be supplied by the *Employer* and must be used in accordance with the Eskom Environmental objectives.
- The *Employer* will provide ablution facilities for use by the *Contractor's* employees on site.

5.8.1.2 Offices, Workshops and Stores

- The *Contractor* will make use of the work areas provided by the *Employer* in pursuit of doing Eskom work. The cleaning and housekeeping of all areas provided is the responsibility of the *Contractor*.

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5.8.2 Provided by the *Contractor*

- The *Contractor* shall provide everything else necessary for providing the Service.

5.9 Control of noise, dust, water and waste

Comply with the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

The management of solid waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed;

Littering shall be avoided;

(a) Domestic waste

Metal refuse bins or equivalent plastic refuse bins, all with lids, shall be provided by the *Employer* for all buildings. Refuse shall be collected and removed by the *Contractor* from all facilities on a daily basis to the central waste disposal area.

(b) Organic waste

Refuse from food preparation and eating areas shall be collected and removed daily. Organic Waste shall be disposed of as per Domestic Waste.

(c) Used oil and grease

Used oil and/or grease shall be removed from site and sold to an accepted used oil recycling company.

(d) Hazardous waste

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

5.10 Hook ups to existing works

Should the *Contractor* require interfacing his equipment to the Affected Facility, this will be done at the *Contractor's* cost based on approval by the *Service Manager*.

Compliance to the Eskom Life Saving procedure and Work at Height Standard, 32-418.

5.11 Tests and inspections

- Inspection sheets to be displayed at the required work areas.

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- Supervisor to do inspections as per check list, and sign off as verified,
- All check lists and Supervisor reports are to be submitted to the *Service Manager* timeously.

5.11.1 Description of tests and inspections

Refer to **Employer's requirements for the service** above

5.11.2 Materials facilities and samples for tests and inspections

N/A