



NEC3 Term Service Contract (TSC3)

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

**for PROVISION OF PEST CONTROL AT LETHABO POWER
STATION FOR A PERIOD OF 5 YEARS AS AN WHEN
REQUIRED**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.2b Contract Data provided by the *Contractor*

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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:

Provision of Pest Control at Lethabo Power Station on “as and when required basis for a period of five years (non-exclusive).

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

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

Options A	The offered total of the Prices exclusive of VAT is	The contract is rates based as rates are as per price list attached to this document
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

ESKOM HOLDINGS SOC LIMITED (REG NO:2002/015527/30)

Name &
signature of
witness

Date

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

PROVISION OF PEST CONTROL AT LETHABO POWER STATION FOR A PERIOD OF FIVE YEARS (NON-EXCLUSIVE)

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 _____

C1.2 TSC3 Contract Data

Part one - 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:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damage
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <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 Lethabo Power Station, Private Bag X415, VEREENIGING
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station Deneysville Road Viljoensdrift
	Tel	
	e-mail	

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

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11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	Provision of Pest Control provision at Lethabo Power Station as and when required basis for a period of five years (non-exclusive).
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Handling of poison • Risk of bitten / stinged by bees & wasp • Inhaling toxic chemicals/substance
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	(if the optional statement for this section is not used .no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Not Applicable
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i>	5 years
4	Testing and defects	No data required for this section of the condition of the contract.
5	Payment	
50.1	The <i>assessment interval</i> is	The last 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	14 or 30 Days
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>

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		replace the Reuters Monitor Money Rates 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. [•]
9	Termination	There is no contract data required for this section of the conditions of contract
10	Data for main Option clause	
A	Priced contract with price list	
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</i> nominating body is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	

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X1	- Price adjustment for inflation																				
X1.1	<p>The <i>base date</i> for indices is</p> <p>Price adjustment for inflation</p> <p>Labour 50% Road Freight 35% Fixed Portion 15%</p>	<p>A month prior the closing date of the tender</p> <p>The prices will be adjusted in accordance with the government gazette/industry bargaining forum for labour portion and on the anniversary of the contract for other costs based on CPI</p> <p>SEIFSA Table C3 SEIFSA Table L2</p>																			
X2	Changes in the law	No data required for this Option																			
X17	Low service damages																				
X17.1	The <i>service level table</i> is in	<table><tr><th>Low Service Damage</th><th>Minimum percentage for low service damage</th><th>Limit of low service damages</th></tr><tr><td>Non attendance of Safety meetings</td><td>R1000</td><td>R 1000 per month</td></tr><tr><td>Employees not having the correct PPE</td><td>R 5000</td><td>R 1500 per month</td></tr><tr><td>Employees not paid on time</td><td>R 5000</td><td>R 5000 per month</td></tr><tr><td>Safety Inspections action overdue</td><td>R 1000 per action overdue per week</td><td>R 5000 per month</td></tr><tr><td>Monthly Customer Satisfaction (Average less out 5)</td><td>R 5000</td><td>R 5000 per month</td></tr></table>		Low Service Damage	Minimum percentage for low service damage	Limit of low service damages	Non attendance of Safety meetings	R1000	R 1000 per month	Employees not having the correct PPE	R 5000	R 1500 per month	Employees not paid on time	R 5000	R 5000 per month	Safety Inspections action overdue	R 1000 per action overdue per week	R 5000 per month	Monthly Customer Satisfaction (Average less out 5)	R 5000	R 5000 per month
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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	<p>The greater of</p> <ul style="list-style-type: none">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																			

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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	<p>applicable deductibles</p> <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Not Applicable
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his 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;

PROVISION OF PEST CONTROL AT LETHABO POWER STATION FOR A PERIOD OF FIVE YEARS (NON-EXCLUSIVE)

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

Coercive means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an

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- Action** Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or 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 Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance**Z 12 .1 Replace core clause 83 with the following:****Insurance cover**

83.1 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	The replacement cost where not covered by the <i>Employer's</i> insurance.

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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

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Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

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Measurements validity of results.

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

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

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, 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.

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

BBBEE requirements: All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:

Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

Enterprise Development

Are there specific ED requirements that are not achievable through Sub-contracting?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, the main contractor is required propose development in the following areas or against the following Eskom's targets:

Eskom's Target	Tenderer Proposal
The bidder to identify and incubate a Small Measured Entity from the above-mentioned District Municipalities. Assistance could be in the form of business support/equipment/finance .	

A detailed ED plan that shows impact to the beneficiary should be submitted to the employer for approval prior to contract award. The ED implementation plan should include the following:

- ☐ Clear objective.
- ☐ Priority interventions
- ☐ Key performance indicators; and
- ☐ A concise implementation plan with clearly articulated milestones

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In addition, they will expected to draft an ED proposal within eight weeks of contract award stage. ED agreement must be signed with the beneficiary and sent to Eskom for review and acceptance. Progress will be monitored throughout the duration of the contract.

Jobs Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

**Local
Pool criteria**

Type of jobs	Target set (local-to-site)	Suppliers Proposal
General workers	100%	
Semi-skilled	70%	
Skilled	30%	

SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

Eskom receives the SDL&I progress report/s from the contractor.

Fulfilment of all SDL&I obligations by the contractor.

Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

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Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

C1.2 Contract Data

Part two - 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 _____% The <i>subcontracted fee percentage</i> is _____%	
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Refer to Work Scope
21.1	The plan identified in the Contract Data is contained in:	Refer to Work Scope
24.1	The key people are: 1 Name: Job: 2 Name: Job CV's and further key person's data is attached.	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	RATES AS PER PRICE LIST

PART 2: 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>	1

C2.1 Pricing assumptions: Option A

The conditions of *contract*

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 <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

1. 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.

2. Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14,15 and 73 of the TSC3 Guidance notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the prices is assumed to be fully inclusive of everything necessary to provide the service as described at the time of entering into this contract

PROVISION OF PEST CONTROL AT LETHABO POWER STATION FOR A PERIOD OF FIVE YEARS (NON-EXCLUSIVE)

1 As the *contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless Defect was due to an employer's risk, the lump sum prices and rates must also include for the correction of defects.

2 if the Contractor has decided not to identify a particular item in the *price list* at the time of the tender cost to the *contractor* of doing the work must be included in, or spread across, the other prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the prices.

3 There is no adjustment to lump prices in the *prices list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *contractor* estimated at a time of tender. The only basis for a change to the prices is as a result of a compensation event. See Clause 60.1

4 Hence the Prices and rates tendered by the contractor by the *contractor* in the *price list* 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.

5 The contractor does not have to allow in his prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1

Format of the *price list*

(From Page 73 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

Item	Description	Unit	No	Hour per month	Contract Duration	Quantity	Rate	Amount
1	Preliminaries & General							
1.1	Site Establishment	Sum				1		
1.2	Health & Safety	Sum				1		
2	Permanent Resources							
2.1	Pest Control -Semi Skill	Hours	1	104	60	6240		
2.2	Pest Control - Supervisor	Hours	1	104	60	6240		
2.3	Safety Officer	Hours	1	24	60	1440		
3	Material & Equipment							
3.1	Material & Equipment	Sum		1	60			
4.	Transport	Km		191	60	11460		
	TOTAL							

PRICE CONFIRMATION BY A SUPPLIER

CONTRACTOR'S NAME:
DESIGNATION:

SIGNATURE:

DATE:

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	1
C3.2	<i>Contractor's</i> Service Information	vi

	Total number of pages	3

Description of the service

Provision of Pest Control at Lethabo Power Station which entails:

The provision of Pest Control at Lethabo Power Station for a period of 5 years

- The contractor shall perform all fumigations, initiate treatment, perform treatment of all Rats, Mice, Bats, German Roach, American Roach, Fleas, Ants, Bed Bug & Fruit Flies.
- The Contractor shall undertake to minimize the negative impact of the pest control services on the environment.
- Indoor populations of rodents, insects, including cockroaches and bed bugs), arachnids, and other arthropods.
- Cleaning of bait stations monthly & installing to places that don't have.
- Recording sticker to be attached and updated to every bait station every month that bait station was serviced.
- All offices and toilets to be treated for cockroaches, rodents, ants, and flies
- Dusting powder and gel bait stations to be used plus inset monitors if necessary.
- Removal of bees, wasps in and around the station, All the Ash dump site, sewage plant, all the contractor's container, v-trenches, all boreholes, electricity lights, Rotek Offices etc
- Installing of beehives in and around the station, or where bees are found, be able to remove bees or relocate them if they are easily accessible if not find strategies on how to treat them.
- The size of the scope is equivalent to 36000 sqm
- The service provider shall be based at Lethabo Power Station for a duration of the contract (Non-Negotiable)

Expectation for the service

This service shall include:

- Catering Premises to be fumigate once a month, open the oven, pans and convention insecticide in powder form must be placed inside the equipment, Staff, locker, rest rooms, offices, day store, main store, receiving bay & showers and toilets.
- Fumigation all the Lethabo PS Admin, Workshops, stores at least once a quarter or bimonthly or when as required.
- Bait boxes for rodents to be placed in such a way that they do not get wet, and they cannot accidentally fall into food.
- To produce a monthly report which consist of Areas treated, housekeeping recommendations, Pesticides used and registration thereof, Extend / type of infestation found.
- Be able to remove/relocate bees if they are accessible if not apply strategies to mitigate risk
- When chemicals are used, service provider should make sure that those chemicals are not hazardous/dangerous to human/plants and environment.

NON-EXCLUSIVE

For the purpose of this contract “non exclusive “shall mean:

The Employer shall have the right without limitation and its sole discretion to procure the same goods, works or services from other suppliers at any time during the term of the contract

2.1 TASK ORDERS PROCESS

- The employer's Representative, or his delegate, issue a unique Task Order for the provision of catering services
- When a task order is issued to the contractor, the contractor must confirm the receipt of thereof by returning a copy of the signed task order to the employer's representative

2.2 INTENTIONS OF THE EMPLOYER BEFORE THE COMPLETION

Not Applicable

2.3 PARTICULARS TO BE INCLUDED ON THE SUPPLIER'S TAX INVOICE

- The supplier's Vat Number
- The Purchase Order number
- Description of service
- Cost of services provided excluding VAT
- VAT levied on services provided
- CPA when applicable
- Tax invoices to be delivered to send electronically to ESKOM shared service

3 MATERIALS PROVIDED BY THE *EMPLOYER* FOR THE SERVICES

N/A

4 STANDARDS APPLICABLE TO CONTRACT

DOCUMENT NO.	REV.	TITLE.	APPLICABLE.
			YES/NO
PS053	1	Intellectual property	N
LBA 00030	2	Safety with which contractors are to conform at the Lethabo Power station	Y
LBA 00040	0	Lethabo Environmental Procedure	Y
LBA 00049	0	Procedure for Commissioning of New/Modified Plant	N
LBA 00054	1	Hazardous waste storage and removal procedure	N
LBA 00060		Change Management Procedure	N
LBA 00067	0	Health, Safety, and environmental Specification for contractors	Y
LBA 00085	1	Master Permit to Work for declared major outages	N
LBA 00108	0	Contractor's site administration	N
LBA 00121		OHS Act Auth & Appointments	Y
LBA 00135	0	Control & prevention of Asbestos at Lethabo	N
LBA 00155		SHEP Risk Assessments	Y
LBA 00172		The use and control of solvents and degreasers	N
LBA 00180		Lethabo Hot Permit	N

LBQ 24003		Purchasing -Procurement	N
LBQ 25006		Managing contract quality	Y
LBQ 35005		Compiling &implementing Quality Control Plans	N
LBT 00015	0	New or modifications to Electrical Plant Requirements	N
LBT 00017	0	Limited Access Register Procedure	N
GGR 0992		Plant Safety Regulations for Lethabo Power Station	N
36-698		Quality Requirements for Engineering and Construction works in GX	N
39-29		Framework for developing SHE specs for construction that is specific	N

5 Drawings and Documentation

- None

6 Constraints on how the contractor provides the Works

National Environmental Act

In carrying out his obligation as a mandatory to the Employer for this contract in terms of the National Environmental Management Act No.107 of 1998, the supplier ensures that he complies with the Act when providing the services or using plant, material, or equipment. The supplier assumes complete responsibility for waste upon collection of the material and indemnifies the Employer against any liability in terms of Chapter 7 (particularly Section 28) of the Act

7 The south African National Road Agency Limited and National Roads Act

The supplier will adhere to the South African National Road Agency Limited and National Roads Act No.7 of 1998 at all times.

7.1 Supply of electricity

N/A

7.2 Water

- Under no circumstances is the *Contractor* of his employees allowed connecting to any piped services without the permission of the *Employer*.
- The *Employer* makes available free of charge, potable water as required for the purpose of this contract. The *Employer* does not guarantee continuity of supply and in such cases the *Contractor* makes his own provision for standby supplies to maintain continuity.
- The *Employer* makes available, free of charge, demineralized water as required for the works
- The variation of pressure in the water supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

7.3 Compressed Air

- N/A

7.4 Scaffolding

- N/A

7.5 Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the contractor that is incurred from the damage caused to underground services, structures, etc .as a result of the *contractor* not using the prescribed routes.

7.6 First Aid Centre

- Ambulance and first aid facilities are available at a fee on site.

7.7 Telecommunications

- The *contractor* arranges with the *Employer* for the use of telecommunication services. The use and the cost associated with the telephone will be for the *Contractor's* account
- Failure to pay the amounts due will result in the *Employer* deducting the amounts from any tax /invoice payment certificates, handed in to the *Employer* for payment

1. SITE SERVICES PROVIDED BYTHE CONTRACTOR

SITE PROCEDURE AND REGULATION

8.1 HEALTH AND SAFETY REQUIREMENTS

The *contractor* and his *sub – contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

8.1.1 The contractor acts in accordance with the health and safety requirements stated in the work information.

8.1.2 In carrying out its obligations to the *employer* in terms of this contract; in providing the works; in using plant, materials and Equipment; and while at the site for any reason, the *contractor* complies and procures and ensure the compliance by its employees, agents, subcontractors and mandataries with:

- The provision of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”) and
- The Eskom “Health, Safety and Environmental specifications for contractor” document attached to the works information (as amended from time to time) and such other Eskom Safety Regulations as applicable to the Works and are provided in writing to the *Contractor* (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the *Employer and* all amendments will be provided in writing to the contractor. *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided: and
- The health and safety plan prepared plan by the contractor in accordance with the SHEQ Requirements.

(The OHSA and the Eskom Regulations are collectively referred to as “SHEQ Requirements”).)

8.1.3 The *contractor*, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirement, the *Contractor* shall furthermore not consider itself to be a

subordinate or under supervision of the Employer in respect of these matters. The contractor is at all times responsible for the supervision of its employees, agents, subcontractors and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the works in accordance with SHEQ Requirements.

8.1.4 The contractor acknowledges that it is fully aware of the fully aware of the requirement of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient training to ensure they can comply herewith.

8.1.5 The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

8.1.6 The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- Supply the Eskom Safety Officer copies of minibuses of all Health and Safety committee meetings when he is required to do so.
- Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

8.1.7 The *Employer*, or any person appointed by the *Employer*, may, at any stage during the during of this contract:

- Conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirement, at any off-site place of work, or the site establishment of the *Contractor*;
- Refuse any employee, subcontractor, or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practise or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

8.1.8 The contractor immediately reports any disabling injury as any threats to health or safety of which it becomes aware at the works or on the site of the Employer's Representative.

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

8.1.10 The contractor appoints a person qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be reachable 24 hours a day

8.1.11 The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety Officer for all matters related to health and safety arrangements and procedures applicable to the works to ensure compliance by it and all employees ,agents ,subcontractors or mandataries with the SHEQ Requirements while providing the works in terms of this contract .As such ,the *contractor* confirms that this contract and the relevant Eskom Regulations referred to this contract constitute written agreements and procedures between the contractor and the employer regarding health an d safety for the purposes of section 37(2) of the OHSA.

8.1.12 The *Contractor* agrees that the *Employer* is relived of any and all of its responsibilities and liabilities in term of section 37(1) of OHSA in respect of ay acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-Contractors, to the extent permitted by the OHSA

8.1.13 The *contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss ,costs claims ,demands ,liabilities ,damage ,penalties or

expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of any failure of the *contractor*, its obligations in terms of the clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, *subcontractors* and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

8.1.14 In carrying out his obligations as the mandatory to the Employer for this contract in terms of the National Environmental Management Act No. 107 of 1998, the contractor ensures that he complies with the Act when Providing the Services or using PLANT, MATERIAL or Equipment

8.2 SAFETY INDUCTION COURSE

- All the employees of the *Contractor* must attend a safety induction course before they will be allowed to work on the site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the time and date of arrival so that the safety induction can be arranged.

8.2.1 IBI AWARENES TECHIQUES

- "To prevent incidents and ensure continuous improvement of Lethabo Power Station 's business performance in all areas affecting safety, reliability, and production, it is expected of all *Contractors* service personnel, to attend a there (3) hour training session on Integrated Business Improvement Awareness, which can be done as soon as work has commenced; This is to ensure familiarisation and use of error -prevention /tools techniques inclusive of, Pre and Post -jobs briefs, Risk Assessments ,Self-checks (STAR principle), job observations, Effective communications e.g. 3- way, questioning attitude, procedural adherence, handovers and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/techniques:
The assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the contractor/supplier /consultant to attend the IBI representation forum one (1) hour every Tuesday (forth nightly)
- IBI awareness training will be provided by the Lethabo Power Station Personnel free of charge, course bookings can be arranged by the contacting Rabie Heymans on extension 5094

8.2.2 TRANSPORTATION OF PASSENGERS: OPEN LDV'S:

- No Eskom Employee or contractor would be allowed to transport passengers on the back open light delivery vehicles (LDV'S)
- It is a legal requirement to provide safe transportation of Eskom and Contractor employees - therefore the following will be enforced:
 - All passengers must be transported in a closed vehicle with proper and adequate
 - Seating fitted safety belt for the number of passengers to be transported. No passengers may be transported on the back of the light delivery vehicle (LDV) whether open or closed
 - Tools and equipment must be properly secured
 - Only authorised drivers may transport passengers

- Proof must be submitted on request in terms of valid roadworthiness' of the vehicle/s
- The above must apply to on site and off its transportation of passengers
- All vehicles to be fitted with airbags and BS brakes

8.2.3 ESKOM LIFE SAVING RULES:

Five Life Saving Rules have been developed that will apply to all Eskom Employees, agents, consultants, and contractors.

- Rule 1: Open Isolate, Earth, Test, Bond, And/or insulate before touch -that is any plant operating above 1000V
- Rule 2: Hook up at heights -no person may work at height where there is a risk of falling
- Rule 3: Buckle up -no person may drive any vehicle of Eskom business /or on Eskom Premises: unless the driver and all passengers are wearing seat belts.
- Rule 4: Be sober (no person is allowed to work under the influence of alcohol and drugs)
- Rule 5: Use a permit to work -when an authorisation limitation exists, no person shall work without the required permit to work.

8.3 LOCAL SAFETY PROCEDURE

- The *Contractor* adheres to all local procedures, A list of procedures are available on request from the employer

8.4 INCIDENTS/ACCIDENTS

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the Employer within 24 hours
- First aid must be made available either by the contractor or use can be made of the Lethabo medical centre at a fee. The availability for the contractor's own first aid does not relieve the contractor of his obligation to report the incident in accordance with Lethabo Procedure.

8.5 FIRE PREVENTION

- Fire prevention and protection requirements to which contractors must comply are detailed in LBA00030

8.6 DOCUMENTATION

The *Contractor* is responsible to have the following documentation available on site in accordance with the LBA 00030

- Copies of all site accidents reports forms as requested by the OHS Act
- Copies of minutes of health and safety meetings held on site
- Copies of inspection reports produced by the accident prevention officer

8.7 ACCESS TO AND DEPARTURE FROM THE SITE

- The site is at Lethabo Power Station situated ±18 km south of Vereeniging on the Viljoensdrift -Denesysville Road. Free State access to the site will be via the main security

gate only. The Employer informs the contractor of the access procedure, and it should be expected that such procedures may change depending on the prevailing security situation.

- The *Contractor* allows in his price and program for delays at the security gate
- The *Employer* reserves the right for its security personnel to search person or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

8.8 TEMPORARY GATE PERMITS

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the Employer who arranges for all gate permits.