



NEC3 Term Service Contract (TSC3)

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

and

for **Provision of General and Industrial Cleaning in
and around Komati Power Station for the period
of 24 months**

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CONTRACT 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:

Title of the Contract

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words) Nine million six hundred and ninety one hundred and four rands only	

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

Signature(s):

Name(s):

Capacity:

For the tenderer:

(Insert name and address of
organisation)

Name signature of witness:

Date:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance.

No amendments to or deviations from said documents are valid unless contained in this Schedule. The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Not with standing 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):

Date:

Name(s):

Capacity: **Power Station General Manager**

for the
Employer: **Komati Power Station**

for the Employer:

for the
witness:

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	[•]	NOT APPLICABLE

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:

Power Station General Manager**Komati Power Station**

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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options of the NEC3 Term Service Contract April 2013 ² (TSC3)	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
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:	Komati Power Station Private Bag Blinkpan 3350
10.1	The <i>Service Manager</i> is (name):	Vincent Makhubedu
	e-mail	Makhubvm.@eskom.co.za
11.2(2)	The Affected Property is	Komati Power Station
11.2(13)	The <i>service</i> is	Provision of Industrial and General Cleaning
11.2(14)	The following matter/s will be included in the Risk Register	Komati Power Station final shut down: Services Manager will notify the Contractor 3 months prior to contract termination due to

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

		final shutdown of the unit.
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	2 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	24 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	4 (four) weeks.
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</p>

		by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <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	Bobcat and Ride on Sweeper Machine will be used. However, the contractor must bring his own Road on Sweeper Machine S20 (1). Bobcat will be provided by the Client/Eskom.
8	Risks and insurance	
80.1	These are additional Employer's risks	<ul style="list-style-type: none"> Decommissioning and rehabilitation of some of the plant areas which might affect the cleaning scope of work. Industrial actions(strike) including community unrest
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available from Dhevlen Bisetty at 011 800 2714 Email: Bisett@eskom.co.za Moses Mmutle at 011 800 4062 Email: CMmutleM@eskom.co.za Krishan Chaithoo at 011 800 4455 Email: ChaitK@eskom.co.za (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available from Dhevlen Bisetty at 011 800 2714 Email: Bisett@eskom.co.za Moses Mmutle at 011 800 4062 Email: CMmutleM@eskom.co.za Krishan Chaithoo at 011 800 4455 Email: ChaitK@eskom.co.za From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>

	and Materials provided by the Employer for an amount of	
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	<i>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.</i>
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	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:	
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 - Johannesburg		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[●].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		10% Fixed		
		80% = Labour	Table C3	Seifsa
		5% = Material	Table D	CPI Seifsa
		5% = Transport	Table L1A	Seifsa
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.		
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 described in the "Format TSC3" insurance policy available from Dhevlen Bisetty at 011 800 2714 Email: Bisett@eskom.co.za Moses Mmutle at 011 800 4062 Email: CMmutleM@eskom.co.za Krishan Chaithoo at 011 800 4455 Email: ChaitK@eskom.co.za		
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 in the <i>Employer's</i> assets and works / maintenance policies available Dhevlen Bisetty at 011 800 2714 Email: Bisett@eskom.co.za Moses Mmutle at 011 800 4062		

		Email: CMmutleM@eskom.co.za Krishan Chaithoo at 011 800 4455 Email: ChaitK@eskom.co.za
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>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	0 months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 weeks 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 <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	

Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in

	and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to

	comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics

For the purposes of this Z-clause, the following definitions apply:	
Affected Party means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all 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 Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z 11.2 The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Service for this reason.
Z 11.3 If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	
	The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Experience:	
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 2: Pricing Data
TSC3 Option A

Document reference	Title
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

- 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 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.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering 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;

PROVISION OF INDUSTRIAL AND GENERAL CLEANING FOR 24 MONTHS PERIOD AT KOMATI POWER STATION

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

Format of the *price list*

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

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

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

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

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

PROVISION OF INDUSTRIAL AND GENERAL CLEANING AT KOMATI POWER STATION FOR 28 MONTHS PERIOD AT KOMATI POWER STATION

C2.2 THE PRICE LIST

Item	Description	Unit	Quantity	Rate per hour	Total Price for 24 Months
A	Normal Hours@ 173hrs				
A1	Site Manager	Number	1		
A2	Safety Officer	Number	1		
A3	Supervisor	Number	2		
A4	Equipment/Plant Operators	Number	2		
A5	General Workers	Number	25		
B	Overtime Rate (Monday-Saturday)	Unit	Number of people		
B1	Safety Officer	Per hour	1		
B2	Supervisors	Per hour	1		
B3	Equipment/Plant Operators	Per hour	1		
B4	General Workers (13 weekend in and 12 weekend out on rotational basis)	Per hour	13		
C	Overtime Rate (Sunday - Public Holidays)	Unit	Number of people		
C1	Safety Officer	Per hour	1		
C2	Supervisor	Per hour	1		
C3	Equipment/Plant Operators	Per hour	1		
C4	General Workers(13 weekend in and 12 weekend out on rotational basis)	Per hour	13		
D	Preliminary and Generals				
D1	Health and Safety Requirements	Monthly			
D1.1	Safety Leather Gloves	Monthly	31		
D1.2	Hearing protection	Monthly	31		
D1.3	PVC/Rubber Gloves	Monthly	10		
D1.4	Safety goggles	Monthly	31		
D1.5	Disposable overalls	Monthly	31		
D1.6	Dust Musk (FFP2/FFP3)	Monthly	31		
D1.7	COVID-19 Requirements (Sanitizers) 5L	Monthly	2		
D2	Equipment and Cleaning Materials	Monthly			
D2.1	Feather Dusters	Monthly	200		
D2.2	Soft Brooms	Monthly	25		
D2.3	Hard Industrial Brooms	Monthly	10		
D2.4	Ride on Sweeper Machine S20	Monthly	1		

PROVISION OF INDUSTRIAL AND GENERAL CLEANING AT KOMATI POWER STATION FOR 28 MONTHS PERIOD AT KOMATI POWER STATION

D2.5	Bobcat	Client will provide			
D2.6	Cleaning Mops	Monthly	10		
D3	Cleaning Chemicals	Monthly	24		
D3.1	Pine Gel	Monthly	20L		
D3.2	Degreaser	Monthly	20L		
D3.3	Sunlight Liquid	Monthly	20L		
D3.4	Heavy Duty Refuse Bags	Monthly	20		
E1	Site Establishment	Once off	1		
E1.1	Medicals	Yearly	31		
E1.2	SHEQ Training	Once off	31		
E1.3	Hard Hats with chin straps	Once off	31		
E1.4	Overalls (two pairs per person)	Yearly	31		
E1.5	Shoes (Safety Boots)	Once off	31		
E1.6	Arch Flash Suits for Supervisors (2), SHE Officer and Site Manager)	Once off	4		
E1.7	Office Equipment's (Computer, Printer, Fridge, and Microwave) one each	Once off	4		
E1.8	Wheelbarrows	Once off	5		
E1.9	Shovels	Once off	5		
E1.10	Spades	Once off	5		
E1.11	Gumboots	Once off	31		
E2	Site De-establishment	Once off	1		

Part 3: Scope of Work

Document reference	Title
	This cover page
C3.1	Employer's Service Information
C3.2	Contractor's Service Information

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PROVISION OF INDUSTRIAL AND GENERAL CLEANING AT KOMATI POWER STATION FOR 28 MONTHS PERIOD AT
KOMATI POWER STATION

PROVISION OF INDUSTRIAL AND GENERAL CLEANING AT KOMATI POWER STATION FOR 28 MONTHS PERIOD AT
KOMATI POWER STATION

C3.1: Employer's service Information

Contents

Part 3: Scope of Work 1

C3.1: Employer's service Information

1 Description of the service

- 1.1 Executive overview **Error! Bookmark not defined.**
- 1.2 *Employer's* requirements for the service **Error! Bookmark not defined.**
- 1.3 Interpretation and terminologyx

2 Management strategy and start up.

- 2.1 The *Contractor's* plan for the service
- 2.2 Management meetings **Error! Bookmark not defined.**
- 2.3 *Contractor's* management, supervision and key people **Error! Bookmark not defined.**
- 2.4 Provision of bonds and guarantees
- 2.5 Documentation controlx
- 2.6 Invoicing and payment**Error! Bookmark not defined.**
- 2.7 Contract change management **Error! Bookmark not defined.**
- 2.8 Records of Defined Cost to be kept by the *Contractor* **Error! Bookmark not defined.**
- 2.9 Insurance provided by the *Employer* **Error! Bookmark not defined.**
- 2.10 Training workshops and technology transfer **Error! Bookmark not defined.**
- 2.11 Design and supply of Equipment **Error! Bookmark not defined.**
- 2.12 Things provided at the end of the *service period* for the *Employer's*
 - 2.12.1 Equipment
 - 2.12.2 Information and other things
- 2.13 Management of work done by Task Order

3 Health and safety, the environment and quality assurance

- 3.1 Health and safety risk management
- 3.2 Environmental constraints and management
- 3.3 Quality assurance requirements

4 Procurement

- 4.1 People
 - 4.1.1 Minimum requirements of people employed
 - 4.1.2 BBBEE and preferencing scheme
- 4.2 Subcontracting
 - 4.2.1 Preferred subcontractors
 - 4.2.2 Subcontract documentation, and assessment of subcontract tenders
 - 4.2.3 Limitations on subcontracting
 - 4.2.4 Attendance on subcontractors
- 4.3 Plant and Materials
 - 4.3.1 Specifications
 - 4.3.2 Correction of defects
 - 4.3.3 *Contractor's* procurement of Plant and Materials
 - 4.3.4 Tests and inspections before delivery
 - 4.3.5 Plant & Materials provided "free issue" by the *Employer*
 - 4.3.6 Cataloguing requirements

5 Working on the Affected Property

- 5.1 *Employer's* site entry and security control, permits, and site regulations
- 5.2 People restrictions, hours of work, conduct and records
- 5.3 Health and safety facilities on the Affected Property
- 5.4 Environmental controls, fauna & flora
- 5.5 Cooperating with and obtaining acceptance of Others
- 5.6 Records of *Contractor's* Equipment
- 5.7 Equipment provided by the *Employer*
- 5.8 Site services and facilities
 - 5.8.1 Provided by the *Employer*
 - 5.8.2 Provided by the *Contractor*
- 5.9 Control of noise, dust, water and waste **Error! Bookmark not defined.**
- 5.10 Hook ups to existing works
- 5.11 Tests and inspections
 - 5.11.1 Description of tests and inspections
 - 5.11.2 Materials facilities and samples for tests and inspections

6 List of drawings

- 6.1 Drawings issued by the *Employer*

Description of the service – *The Provision of Industrial and General Cleaning Services*

Executive overview

- The Provision of Industrial and General Cleaning Services at Komati Power Station

Employer's requirements for the service:

- Machine Workshop
- All plants related to fuel oil (including bulk and service fuel oil tanks)
- Compressor House
- Propane gas station
- Lube Oil store and bulk lube oil tanks and surroundings
- Weighbridge(s) cleaning at Stockpile
- Water Purification Plant, RO plant and Ammonia plant board floors
- Turbine house crane, running rails and walkways
- Feed bay crane, running rails and walkways
- All cleaning and emptying of dust bins
- Stores on operating floor level
- Lashing of the Coal bunkers
- Office behind Unit 1 on operating floor level
- Cleaning of the ERI SPO offices and cleaning of the ERI offices next to the Main store.
- Smoke-stack cleaning on all levels
- Picking-up litter around the station
- Ash and coal related plant

DETAILED WORK INSTRUCTION

Boiler, Turbine and Outside Plant:

Section A	RFT area (monthly)	3rd floor area and below (5 day cycle)
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	<ul style="list-style-type: none"> • Cleaning roof and area around the tank. • Cleaning all lights and plugs.(RA is required) • Cleaning all beams. • Cleaning all gratings and remove dust between gratings. • Cleaning all pipework and valves • Cleaning all handrails • Cleaning all stairways • Cleaning on top and sides of lift.(RA is required) • Cleaning the sides of the building. • Remove all scrap 	<ul style="list-style-type: none"> • Top of the boiler (Unit off load) • Boiler side walls. • Landings and stairways • All pipe work. • Walkways and handrails. • FD fans • Floors • Portable tanks • Furnace sooth-blowers structures • Boiler associated valves • Boiler auxiliaries cable racks • Sweeping and cleaning the floor.(daily) • Removing scrap lying around boiler.(daily)
Section B	2nd floor area and below (5 days cycle)	1st floor area and below (5 day cycle)

	<ul style="list-style-type: none"> • Sooth blowers • Pipework and valves. • Handrails. • Stairways. • Sides of the list shaft. • Sides of the Boiler • Gratings and remove dust between gratings. • Dusting of lights. • Beams by vacuuming and dusting. • Cables and cables racks. (RA is required) • Cleaning all instrument and electrical components. • Boiler ductings. • Sweeping and cleaning the floor. • Cleaning and removing of dust around Boiler. (daily) • Removing scrap lying around the boiler.(daily) • Air heaters sweeping and cleaning the floor. • DA storage tanks 	<ul style="list-style-type: none"> • Pipework and valves. • Handrails. • Stairways. • Gratings and remove dust between gratings. • Walkways. • Dusting of lights.(monthly) • Beams. • Cables and cables racks. • Instrument and electrical components. • Ductings. (daily) • Remove Scrap lying around • Cleaning of total milling plant Structures and associated equipment (Units 1 – 9). • Tube mills: inside sound hoods • Cleaning on top of all mills. • Diesel Generators and surrounding areas. • Oil and coal spillages • Total basement floor area. • Fans, pumps and motors. • Coolers, filters and heaters.
Section C	Boiler and Turbine Ground Floor	Outside Plant (daily)

	<ul style="list-style-type: none"> • H2 production plant H2 and surrounding area(daily) • Diesel Generators and surrounding areas. • Tube mills: inside sound hoods • U1-U9 CEP pits and underneath Condensers. • Open trenches on the boiler and turbine floor • Diesel generator fuel tank bay • U1-U9 boiler and ESP transformer bays. • Clinker fragments removal from the boiler bottom ash hopper upon breaking of the clinkers • U1-U9 Generator and Unit transformer bays • Water treatment plant • Temporary oil storage house • Sand blasting house • Compressor Plant House 	<ul style="list-style-type: none"> • CW pump houses east and west including the CW screens inspection and cleaning. • Storm water trenches, sumps and pits. • Cleaning of all roads inside the Power Station and parking areas. The road surrounding the Power Station entrance, starting at the turn-off to the weighbridge to the T- Junction. • DHP floor U1-U9 and associated trenches. • Coal bunkers floors (U1-U9), • Incline conveyor belt structure, • Cleaning of coal spillages, • Cleaning of coarse and fly ash sluiceways • Ash lines crossover valves pit and associated trenches • Clinker fragments removal from the boiler bottom ash hopper upon breaking of the clinkers.
Section D	All electrical/switchgear boards/room floor (monthly)	
	<ul style="list-style-type: none"> • 6.6 kV station board 1 • 6,6 kV station board 2 • Equipment rooms 1-9 • Battery rooms 1-9 • Excitation transformer rooms 1-9 • Unit board 1-9 • DC station board • Sub Station board • Water plant board • Water plant battery room • Coal plant board 1 & 2 • Sewerage plant board 	<ul style="list-style-type: none"> • Coal plant boards at coal stock yard • Battery rooms 1 and 2 (220V) • Communication room area • Lake fin 380V board • Effluent plant board • Water plant transformer no. 3 (380-volt board) • East and west clarification plant board • The Ash Water Return 400V electrical board

• **NOTE THAT:**

Cleaning materials and equipment relevant to the contract are to be supplied by the *Contractor* i.e., feather dusters, ride on sweepers S20, wheelbarrows, brooms, spades, heavy duty refuse bags, all cleaning chemicals (pine gel, degreaser sunlight liquid etc.) to be provided by the *Contractor*.

N.B. It is a specific condition of this contract that cleaning will be done over weekends as well. The tenderer to make provision for ample overtime to ensure this function.

Interpretation and terminology:

If required include here definitions additional to those used in the conditions of contract which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
CW	Cooling Water
TLB	Tractor Loader Backhoe

Management strategy and start up.

The Contractor's plan for the service

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	As and when required	Komati Power Station	<i>Contracts Manager and Contractor</i>

Provision of bonds and guarantees

Not applicable

Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

Invoicing and payment

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

The *Contractor / Supplier / Contractor* shall address the tax invoice to

ESKOM HOLDINGS SOC LIMITED
KOMATI POWER STATION
PRIVATE BAG X
BLINKPAN
2250

and include on each invoice the following information:

- Name and address of the *Service Manager*;
- The Contract number and title;
- All Electronic invoices must be sent in PDF format only;
 - Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time;
 - The *Contractor's* e-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail);
- The Task Order number starting with 45* series.
- *Contractor's / Supplier's / Contractor's* VAT registration number;

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

- 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;
- E-mail address for invoice submission:
- Local Eskom invoices: invoiceseskomlocal@eskom.co.za
- Foreign Eskom invoices: invoiceseskomforeign@eskom.co.za

NOTES:

- It is of the utmost importance and it is expected from the *Contractor(s)* to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.
- If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.
- For Foreign invoices, *Contractor* will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the *Contractor* have

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements

are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

- **Tax Requirement**

- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the *Contractor / Supplier / Contractor* is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on the *Contractor's* invoice the *Employer* recommend that the *Contractor / Supplier / Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom through the park invoice report.
- The *Contractor* can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The *Contractor Contractor* are welcome to forward the details of invoices corrected to the FSS contact centre.
- *Contractor* do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the *Contractor / Supplier / Contractor* can then send the GR / SE number to the FSS contact centre.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:
 - Tel: 011 800 5060
 - e-mail: fss@eskom.co.za

Contract change management

Not applicable

Inclusions in the programme

As defined on scope of work.

Health and safety, the environment and quality assurance

Health and safety risk management:

The *Contractor* shall also be required to compile a comprehensive SHE file with all the applicable documentation and appointments as per the requirements. The file will have to be approved by the *Employer's* Safety Department before any work on site may commence.

The *Contractor* must ensure that after the SHE file has been approved all his personnel which will work on site attend a Health, Safety and Environmental Induction Course presented at the Power Station free of charge prior to commencement with the *Works*.

Contractor shall provide his employees with appropriate protective equipment's to handle waste produced on at Komati Power Station,

Environmental constraints and management:

The Contractor shall comply with the environmental criteria and constraints.

Quality assurance requirements:

Inspections and monitoring shall be carried out on all the services to ensure that the quality of work is maintained at all times.

Procurement:

BBBEE and referencing scheme

The *Contractor* is required to submit the valid BBBEE Certificate.

Other constraints:

Signing of contract prior work commencement.

Preferred sub-Contractors:

Not applicable.

Subcontract documentation, and assessment of subcontract tenders:

Not Applicable

Limitations on subcontracting:

Not applicable

Attendance on Sub-Contractors:

Not applicable

Correction of Defects:

Not applicable

Working on the *Employer's* property:

Comply with Eskom Life Saving Rules and must attend Induction prior work commencement.

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

The *Contractor* must get permanent access cards at security. They must produce ID, medicals and induction forms.

People restrictions, hours of work, conduct and records:

The *Contractor* is to provide the service during weekly working hours.

Cooperating with and obtaining acceptance of Others:

The Contractor to communicate with the Employer's as and when required in writing.

Things provided by the *Employer*:

Water and ablution facilities

Cataloguing requirements by the *Contractor*:

Not Applicable

List of drawings:

Drawings issued by the Employer

Drawing number	Revision	Title
Not applicable		