



NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of Auxiliary Efficient Plant Cleaning
Services for a period of 6 months at Tutuka Power
Station**

| Contents: | No of pages |
|-----------------------------------------------|------------------------|
| Part C1 Agreements & Contract Data | [•] |
| Part C2 Pricing Data | [•] |
| Part C3 Scope of Work | [•] |

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

| Contents: | No of pages |
|--------------------------------------------------------------|-------------|
| C1.1 Form of Offer and Acceptance | [•] |
| [to be inserted from Returnable Documents at award stage] | |
| C1.2a Contract Data provided by the <i>Employer</i> | [•] |
| C1.2b Contract Data provided by the <i>Contractor</i> | [•] |
| [to be inserted from Returnable Documents at award stage] | |
| C1.3 Proforma Guarantees | [•] |

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Auxiliary Efficient Plant Cleaning Services for a period of 6 months at Tutuka Power Station

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

| Clause | Statement | Data |
|--------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | | A: Priced contract with price list |
| | dispute resolution Option | W1: Dispute resolution procedure |
| | and secondary Options | |
| | | X2 Changes in the law |
| | | X17: Low service damages |
| | | X18: Limitation of liability |
| | | X19: Task Order |
| | | X20: Key performance indicators |
| | | 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 Megawatt Park, Maxwell Drive, Sandton, Johannesburg |
| | Tel No. | [•] |
| | Fax No. | [•] |
| 10.1 | The <i>Service Manager</i> is (name): | [•] |

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

| | | |
|----------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Address | [•] |
| | Tel | [•] |
| | Fax | [•] |
| | e-mail | [•] |
| 11.2(2) | The Affected Property is | Tutuka Power Station |
| 11.2(13) | The <i>service</i> is | The Provision Of Auxiliary Efficient Plant Cleaning Services for a period of 6 months at Tutuka Power Station |
| 11.2(14) | The following matters will be included in the Risk Register | As per Annexure B of this document on 2 nd last page |
| 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 | Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 1 week of the Contract Date. |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | |
| 30.1 | The <i>service period</i> is | 6 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 | 25 th day of every 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 | 30 days |
| 51.4 | The <i>interest rate</i> is | the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) |

for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

| | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | Compensation events | Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i> |
| 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 | As per Z12 clause in this contract |
| 80.1 | These are additional <i>Employer's</i> risks | 1. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document |
| 9 | Termination | NEC3 core clause 9 shall be applied for termination. |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | In C2.2 |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | N/A |
| 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). |

| | | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Address | [•] |
| | Tel No. | [•] |
| | Fax No. | [•] |
| | e-mail | [•] |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| | The place where arbitration is to be held is | [•] South Africa |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or | the Chairman for the time being or his nominee |
| | - if the arbitration procedure does not state who selects an arbitrator, is | of the Association of Arbitrators (Southern Africa) or its successor body. |
| 12 | Data for secondary Option clauses | |
| X2 | Changes in the law of | Republic of South Africa is a compensation event if it occurs after the Contract Date |
| X17 | Low service damages | |
| X17.1 | The <i>service level table</i> is in | Annexure A on the second last page of this contract document |
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | R0.0 (zero Rand) |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | the amount of the deductibles relevant to the event |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to | The greater of <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 applicable deductibles |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <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 | 1 month after the end of the <i>service period</i> . |
| X19 | Task Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | Within the same day of receiving the Purchase Order |
| X20 | Key Performance Indicators (not used when Option X12 applies) | Annexure C On the last page of this document |
| X20.1 | The <i>incentive schedule</i> for Key Performance Indicators is in | Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract |
| X20.2 | A report of performance against each Key Performance Indicator is provided at intervals of | 6 months interval |
| Z | The additional conditions of contract are | Z1 to Z14 always apply. |

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly

and severally liable to the *Employer* for the performance of this contract.

- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- 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 Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

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

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

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

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

| Insurance against or name of policy | Minimum amount of cover or minimum limit of indemnity |
|---------------------------------------------------|--------------------------------------------------------------|
| Assets All Risk | Per the insurance policy document |
| Contract Works insurance | Per the insurance policy document |
| Environmental Liability | Per the insurance policy document |
| General and Public Liability | Per the insurance policy document |
| Transportation (Marine) | Per the insurance policy document |
| Motor Fleet and Mobile Plant | Per the insurance policy document |
| Terrorism | Per the insurance policy document |
| Cyber Liability | Per the insurance policy document |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document |
| Nuclear Material Damage Terrorism | Per the insurance policy document |

Z13 Nuclear Liability

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

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

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

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any

replacement section dealing with the same subject matter.

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

Z14 Asbestos

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

| | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AAIA | means approved asbestos inspection authority. |
| ACM | means asbestos containing materials. |
| AL | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL. |
| Ambient Air | means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet. |
| Compliance Monitoring | means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| OEL | means occupational exposure limit. |
| Parallel Measurements | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results. |
| Safe Levels | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| Standard | means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles. |
| SANAS | means the South African National Accreditation System. |
| TWA | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA. |

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related

control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

| Clause | Statement | Data |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 10.1 | The <i>Contractor</i> is (Name): Address Tel No. Fax No. | |
| 11.2(8) | The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is | % % |
| 11.2(14) | The following matters will be included in the Risk Register | |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in: | |
| 21.1 | The plan identified in the Contract Data is contained in: | |
| 24.1 | The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: | |
| CV's (and further key person's data including CVs) are in . | | |
| A | Priced contract with price list | |
| 11.2(12) | The <i>price list</i> is in | C2.2 |
| 11.2(19) | The tendered total of the Prices is | R |

PART 2: PRICING DATA

TSC3 Option A

| Document reference | Title | No of pages |
|-----------------------|-------|----------------|
|-----------------------|-------|----------------|

| | | |
|------|-------------------------------|------------|
| C2.1 | Pricing assumptions: Option A | 2 |
| 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 <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.

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Maintenance

Monthly general cleaning Prices

Note 1:

- Site Manager: 1x
- Supervisor: 2x
- Safety officer: 1x
- General Workers: 36 x Cleaners

Note 2: Normal working hours that the Cleaning Contractor will follow are:

- Monday to Friday : 07:00 – 16:00

| Item nr | Description | Unit | Quantity | Rate | Price |
|---------|---------------------------------------------------|---------|----------|------|-------|
| 1. | Monthly Auxiliary Plant cleaning as per the scope | R/m | 6 | | |
| 1.1 | Site Manager | R/h | 6 | | |
| 1.2 | Site Supervisor | R/h | 6 | | |
| 1.3 | Safety Officer | R/h | 6 | | |
| 1.5 | General Worker | R/h | 6 | | |
| 1.6 | Transport | R/km | 6 | | |
| 1.7 | Consumables | R/month | 6 | | |

Monthly Emergency Plant Cleaning Prices

Note :

- Supervisor: 1x
- General Workers: 12x

Note: Working hours for Emergency team:

- Monday to Friday: 16:00pm – 07:00pm and 12:00pm to 19:00pm on Friday
- Saturday & Sunday: 07:00am – 19:00pm & 19:00pm – 07:00am

| Item nr | Description | Unit | Quantity | Rate | Price |
|---------|------------------------------------------|------|----------|------|-------|
| 2 | Monthly Emergency General Plant cleaning | R/m | 6 | | |
| 2.1 | Site Supervisor | R/h | 6 | | |
| 2.2 | General Cleaners | R/h | 6 | | |
| 2.3 | Transport | R/km | 6 | | |

Once off Prices

| | | | | | |
|---|--------------------|---|----------|--|--|
| 4 | Site Establishment | R | Once off | | |
| 5 | Safety file | R | Once off | | |
| 6 | Medicals | R | Once off | | |
| 7 | PPE | R | Once off | | |

| | | | | | |
|---|-----------------------|---|----------|--|--|
| 8 | Site de-establishment | R | Once off | | |
|---|-----------------------|---|----------|--|--|

Monthly Cleaning Equipment Prices**Note:**

- Vacuum diesel truck (wet) 1
- Road sweeper (wet) 1
- TLB (wet) 1
- Tipper truck (wet) 1

Note: Working hours:

- Monday to Friday: 07:00pm – 19:00pm and 12:00pm to 19:00pm on Friday
- Saturday & Sunday: 07:00am – 19:00pm & 19:00pm – 07:00am

| Item nr | Description | Unit | Quantity | Rate | Price |
|---------|------------------------------------------|------|----------|------|-------|
| 3 | Monthly General Plant cleaning equipment | R/m | 6 | | |
| 3.1 | Vacuum diesel truck | R/h | 6 | | |
| 3.2 | Road sweeper | R/h | 6 | | |
| 3.3 | TLB | R/h | 6 | | |
| 3.4 | Tipper truck | R/h | 6 | | |

Once off Payment

Note: The labour prices are required to be used in the event of compensation events/call outs. Tools used to clean need to be included in the overall cost (Walk behind Sweepers, Shovels, and Wheelbarrows)

Note:

Contractor to supply rates only and it must be a wet rate on the equipment

Normal Time: is estimated at 173 hours per month

Note:

Tenderers shall allow in their rates for the cost of all materials, labour, profit, supervision and all other costs which may be incurred in the proper execution of the works

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

| | |
|--------------------------------------------------------------------------------------------------|-------------------------------------|
| Part 3: Scope of Work..... | 25 |
| C3.1: Employer's service Information | 26 |
| 1 Description of the service | 28 |
| 1.1 Executive overview..... | 28 |
| 1.2 <i>Employer's requirements for the service</i> | Error! Bookmark not defined. |
| General..... | Error! Bookmark not defined. |
| 1.3 Interpretation and terminology | 36 |
| 2 Management strategy and start up..... | 37 |
| 2.1 The <i>Contractor's</i> plan for the service | 37 |
| 2.2 Management meetings..... | 37 |
| 2.3 <i>Contractor's</i> management, supervision and key people | 38 |
| 2.4 Provision of bonds and guarantees..... | 38 |
| 2.5 Documentation control | 38 |
| 2.6 Invoicing and payment | 38 |
| 2.7 Contract change management..... | 39 |
| 2.8 Records of Defined Cost to be kept by the <i>Contractor</i> | 39 |
| 2.9 Insurance provided by the <i>Employer</i> | 39 |
| 2.10 Training workshops and technology transfer..... | 39 |
| 2.11 Design and supply of Equipment..... | 39 |
| 2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use | 39 |
| 2.12.1 Equipment | 39 |
| 2.12.2 Information and other things | 40 |
| 2.13 Management of work done by Task Order | 40 |
| 3. Health and safety, the environment and quality assurance | 40 |
| 3.1 Health and safety risk management..... | 40 |
| 3.2 Environmental constraints and management..... | 43 |
| 3.3 Quality assurance requirements | 44 |
| 4. Procurement..... | 44 |
| 4.1 People | 44 |
| 4.1.1 Minimum requirements of people employed..... | 44 |
| 4.1.2 BBBEE and preferencing scheme | 44 |
| 4.1.3 Procurement Requirements | 44 |
| 4.2 Subcontracting | 48 |
| 4.2.1 Preferred subContractors..... | 48 |
| 4.2.2 Subcontract documentation, and assessment of subcontract tenders | 48 |
| 4.2.3 Limitations on subcontracting | 48 |
| 4.2.4 Attendance on subContractors | 48 |
| 4.3 Plant and Materials..... | 48 |
| 4.3.1 Specifications..... | 48 |
| 4.3.2 Correction of defects | 49 |
| 4.3.3 <i>Contractor's</i> procurement of Plant and Materials | 49 |
| 4.3.4 Tests and inspections before delivery | 49 |
| 4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i> | 49 |
| 5 Working on the Affected Property | 49 |
| 5.1 <i>Employer's</i> site entry and security control, permits, and site regulations | 49 |
| 5.2 People restrictions, hours of work, conduct and records | 49 |
| 5.3 Health and safety facilities on the Affected Property | 50 |
| 5.4 Environmental controls, fauna & flora | 50 |
| 5.5 Cooperating with and obtaining acceptance of others | 52 |
| 5.6 Records of <i>Contractor's</i> Equipment | 53 |
| 5.7 Equipment provided by the <i>Employer</i> | 53 |

| | | |
|--------|---------------------------------------------------------------------------------------------------------------------------|----|
| 5.8 | Site Services and facilities | 53 |
| 5.8.1 | Provided by the <i>Employer</i> | 53 |
| 5.8.2 | Provided by the <i>Contractor</i> | 54 |
| 5.9 | Control of noise, dust, water and waste | 56 |
| 5.10 | Hook ups to existing works..... | 56 |
| 5.10.1 | Constraints on how the <i>Contractor</i> provides the <i>service</i> | 56 |
| 5.10.2 | Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract) | 56 |
| 5.11 | Tests and inspections | 57 |
| 5.11.1 | Description of tests and inspections | 57 |
| 5.11.2 | Materials facilities and samples for tests and inspections | 57 |
| 5.11.3 | Warranty on Load Testss..... | 57 |
| 6 | List of Drawings | 57 |
| 6.1 | Drawings issued by the <i>Employer</i> | 57 |
| 7 | APPENDIX A | 57 |
| 7.1 | X17 - Low Service Level Table | 57 |
| 7.2 | Annexure B - Risk register | 57 |
| 8 | Annexure C: Key Performance Indicators | 58 |

1 Description of the service

1.1 Executive overview

A clean plant mean that there is no dust, spider webs, coal/ash/oil spillages, bird droppings and any other debris in and around the areas as per scope of work.

The *Supplier* Cleaning Staff

-
- The *Contractor* will employ sufficient staff.
- The *Contractor* supplies proof that the cleaner performing a task has been trained and is aware of all conditions /requirements pertaining to the use of the equipment that he is using (i.e. use of vacuum cleaners, ladders, scaffolds, detergents, etc.) as well as the hazards associated with this. Proof of such training must be kept and made available to the *Employer* on request.
- The *Contractor* staff will wear uniquely identified clothing at all times which will identify the *Contractor*.
- Under no circumstances will the *Contractors* staff wear the *Employers* overalls or hats.
- The *Contractor* will ensure that the cleaners are under constant supervision at all times.
- The *Contractor* will be responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- The *Contractor* will be available for emergency cleaning – there must always be a team of at least 6 employees on site including a supervisor on site to handle emergency cleaning.

THE METHOD STATEMENT SHOULD ALSO INCLUDE THE FOLLOWING IN DETAIL:

- the number of the people allocated to various plants
- Frequency of cleaning for each area of the plant.
- Industrial cleaning equipment that will be utilised for the areas including portable industrial vacuum plant.
- Quality control plan
- Strategy for the cleaning of recurring water, dust, coal, ash and pf or ash leaks.

1.3 Site inspection and discussion

- The *Contractor* acknowledges that he/she has satisfied himself, before submitting his tender, as to the layout of the premises, the quantities and nature of work and labour, materials and equipment necessary for the completion of the plant cleaning services, additional services, the means of access to the premises and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his contract.

1.4 SUPERVISION

The *Contractor* is expected to provide the total infrastructure to competently fulfil the requirements of this contract. This shall include adequate management and supervision at all levels.

The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such staff structure and after such approval; the *Contractor* shall submit an updated staff structure to the contract manager.

Employer's requirements for the service:

The need arises from Tutuka Power Station as a result to place cleaning contract of Auxiliary Plant (Station Dams cleanings, Channels, Fuel oil tanks internal cleaning) for a period of 6 months, keep the plant cleaned at all times and to comply and align with the SHEQ Policies, Standards and Procedures.

The contractor shall be responsible for the following areas

- Water treatment Plant
- Compressor Plant
- Cooling towers area
- LP Services
- ID Fan area
- Fuel Oil Plant including Fuel oil internal tanks cleaning
- Recovery dams (dirty, Clean, Stein Muller)
- Sewage pump stations
- All sumps

The frequency of cleaning should be as per scope of work.

The Contractor shall be expected to respond within a week of receiving the purchase order. This shall exclude sewage pump station where response shall be expected within a day of receiving the purchase order number.

Annexure B

| 1. RECOVERY DAMS | | | |
|-------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| NO. | AREA TO BE CLEANED | METHOD | FREQ |
| | Stein Muller dam | Clean/remove/scrub the algae/sludge in the canal, Clearing of blockages on the fence, and pick up rubbish Ensure that the rubbish/algae/sludge/weeds removed from the channels/trenches is removed from the sides of the canal so that it does not go into the canal again. | Twice a year |
| | Dirty/Clean Dam | Remove plants on the pond banks, Pick up rubbish/rubbles, empty dustbins/skips, clean the dams – i.e remove ash/sludge & dump at Ash dump. The method used shall ensure that the plastic lining on the dams are not | 3 times in 5 years |

| | | | |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| | | damaged. Front-end loaders shall only be used on the concrete lined silt traps and not in the plastic lined dams. | |
| | Cleaning of the clean dam silt traps | <p>Remove plants on the silt trap banks,</p> <p>Dewater the silt traps using slurry pumps, pumping the dirty water to the smaller silt traps upstream of the primary oil-settling pond.</p> <p>Remove algae/sludge and any debris inside the silt trap.</p> | Once a year |
| 2. FUEL OIL PLANT | | | |
| | Internal cleaning of the fuel oil tanks | <p>Pumping to another tank/tanker, Remove sludge, deposits and degrease the tank walls</p> <p>Note: The Contractor shall be responsible for transporting the sludge from the fuel oil area to the temporary hazardous waste storage.</p> | Once in 3 years |
| | Fuel oil stations (all the pumps, pipes, heaters, components & drains inside), Fuel oil tanks house, Stair wells, Fuel oil station drains, & fuel oil interconnecting pipes | Dust, sweep, remove/degrease oil stains, clear oil spillages, remove rubbish and clear dust bins | <p>Daily</p> <p>Pits and drains - Monthly</p> |
| | Removal of oil skips and drums from the pump station | Use Skip trailer/Tractor, and fork lift for drums | Daily |

| | | | |
|--|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------|
| | Transformers and oil collector walls(Band Walls), Foam stations, Fire Hydrant systems and LV rooms basement | Dust, remove/degrease oil stains, clear oil spillages, Pick up rubbish/rubbles | Weekly |
|--|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------|

3. SEWAGE PUMP STATIONS

| NO. | AREA TO BE CLEANED | METHOD | FREQ |
|-----|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------|
| | Maturation pond | Vacuum/Clear/wash/scrap sludge in the pit. Pump raw sewage out | On Request |
| | Tutuka Sewage pump station | Vacuum/Clear/wash/scrap sludge in the pit. Pump raw sewage out | On Request |
| | Thutukani Sewage pump station 2 | Vacuum/Clear/wash/scrap sludge in the pit. Pump raw sewage out | On Request |
| | Sewage plant: pumps motors, pipes, valves, floors, equipment, chlorine room and all areas in the yard | Sweep, Dust, Pick up rubbish/ rubbles, empty dust bins/skips/drums | Weekly |

Note: Care should be taken when transporting sewage from pump station to the dumping area.

4. ALL SUMPS

| | | | |
|--|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------|
| | Terrace sump and all other sumps at the water treatment plant. Potable, cation supply, 2x Effluent sumps, 4x | Internal cleaning of the sumps and vessels – this includes pumping out of water. | On Request |
|--|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------|

| | clarifiers (incl. inlet & outlet channel), Boiler blow down recovery sump, backwash recovery sump, sludge sump, clarifiers, clarifier drains | | |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 5. ASH CONDITIONING TANK | | | |
| | Internal cleaning of the Ash Conditioning tank | Vacuum/clear out all sludge, dump sludge at the ash dump/ put sludge in the provided skips(Environmental department to assists with hazardous waste skip bins) | On Request |
| 6. ASH and COAL CHANNEL/DRAINS TO RECOVERY DAMS | | | |
| | Cleaning Coal and Ash channels to recovery dams | Clean/remove/scrub the coal dust/sludge in the canal, Clearing of blockages on the fence, and pick up rubbish Ensure that the rubbish/algae/sludge/weeds removed from the canals is removed from the sides of the canal so that it does not go into the canal again. | Twice a year |
| 7. WATER TREATMENT PLANT | | | |
| NO. | AREA TO BE CLEANED | METHOD | FREQ |
| | Water treatment Plant transformers, Lubrication hazardous waste area, Dirty oil drain tank, drains, basements and 3 other Oil tanks at Lubrication station. | Dust, clear oil spillage, pick up rubbish /papers /rubbles degrease oil stains, chemical cleaning on the floor/ pedestals | Daily Waste area - On request |

| | | | |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------|
| | Loading of sand into the sand filters, Loading of resins into vessels | Manually loading of resins and Sand | As and when required |
| | WTP building external cleaning of components, floors, gratings, hand rails and walkways, basements, pumps, motors, valves, pipe work, Demin Plant and Offloading bay. | Dust, sweep, clear spillages, remove rubbish/papers/rubbles, and empty bins | Daily |
| | Cleaning of all vessels at the WTP, Cleaning of all valve pits in both East & West WTP, Cleaning of unit 1-6 sample rooms | Dust, sweep, Vacuum, clear spillages, remove rubbish/papers/rubbles | As and when required |
| | Cleaning of all pump sumps around WTP, Cleaning of pipe trenches around WTP and Cleaning of lime silo roofs | Dust, sweep, clear spillages, remove, Vacuum rubbish/papers/rubbles | Weekly, As and When required |
| | Cleaning of all Cooling tower Screens, trenches and surroundings | clear spillages, remove, rubbles/rubbish/papers | Monthly, As and When required |
| | Cleaning of SRO plant, Make up of SRO chemicals, stacking of chemicals, Emptying of bins | Dust, sweep, clear spillages, remove, Vacuum rubbish/papers/rubbles | Daily |

| | | | |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------|
| | Cleaning of Compressor Plant and Fire pump house | Dust, sweep, clear spillages, remove, rubbish/papers/rubbles | Daily |
| | Hydrogen plant building (with all its components), Hydrogen plant yard (all tanks and structures outside the building), Terrace Sump. | Clear spillages, dust all components, and pick up rubbish /papers /unused material | Daily |
| 8. ID FAN AREA | | | |
| | Id Fans Casing | Vacuum & wash – Removal of ash Internal cleaning for inspections & repairs | Daily |
| | Smoke Stack Area | Clean Ash and remove rubbles/papers, empty Bins | Daily |
| 9. OTHER AREAS | | | |
| | Area from the road to HV yard fence, Road until to security fence, and road next to security fence to the east corner | Sweep, pick up rubbish/papers, empty skips | 2 x Week |
| | Tutuka stores, Contractor sites, septic tank on contractor sites and HV yard Offices and parking bays | Empty dust bins, vacuum septic tank, sweep outside | Weekly |
| | All ground area covered under this area | Pick up rubbish/papers | weekly |

| | | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------|
| | Hydrogen and water road | Sweep & pick up rubbish Empty all bins/skips in the surrounding areas | Weekly |
| | Hydrogen plant building (with all its components), Hydrogen plant yard (all tanks and structures outside the building), Terrace Sump. | Clear spillages, dust all components, and pick up rubbish /papers /unused material | Daily |
| | Auxiliary cooling system (North) all components including the ponds, floors, both closed and open system and chemical dosing yard | Sweep, internal cleaning of the ponds, dust, clear oil spillages and remove oil stains on the floor | Daily |
| | Station services building, all pumps, screens, fans, motors, tanks, compressors, pipe work, receivers, Engines and radiators, Station transformer yard and WTP Oxygen station yard | Sweep, dust, clear spillages, pick up rubbish, empty dust bins and drip trays | Daily |
| | Contractors Office area, Security Entrance Office, garden area, all tar roads, area on Raw water dam and all area around | Sweep, Pick up rubbish /paper/rubbles, and empty bins/skips | Weekly |

| | | | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------|
| | covered under West | | |
| | Sand Blasting workshop, Transformers, Substation basements, area around office buildings, office buildings gutters, Storm water drains, Parking bays /area, Area around Medical station/Emergency service/Site kitchen | Sweep, Pick up rubbish / papers / rubbles, empty dust bins/skips | Transformer - Weekly Others- weekly |
| | All the areas around the workshops, security gate, | Sweep, Pick up rubbish/ papers/rubbles, empty dust bins/skips, vacuum | Weekly |

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|------------------------------------------------|
| AP | Accounts Payable |
| BBBEE | Broad Based Black Economic Empowerment |
| CC | Cost Centre |
| COC | Certificate of Compliance |
| CPA | Cost Price Adjustment |
| HV | High Voltage |
| ISO | International Organization for Standardization |
| LAR | Local Access Register |
| ORHVS | High Voltage Regulations |
| OSHACT | Occupational Health and Safety Act |
| PIR | Performance Improvement Report |

| | |
|---------|-------------------------------------------------------------------------------|
| PPE | Personal Protection Equipment |
| PPFA | Preferential Procurement Policy Framework Act |
| PPPFA | Preferential Procurement Policy Framework Act |
| PSR | Plant Safety Regulations |
| QCP | Quality Control Plan |
| QMS | Quality Management Systems |
| SACPCMP | South African Council for the Project and Construction Management Professions |
| SAMTRAC | Safety Management Training Course |
| SAP | System Application Products |
| SDL&I | Supplier Development Localization and Industrialization |
| SOW | Scope Of Work |
| TBA | To Be Announced |
| TBC | To Be Confirmed |
| WWM | Work Week Management |

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.

2.2 Management meetings

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|----------------------------------------|-----------------------------|----------|--------------------------------|
| Risk register and compensation events | TBC | TBA | TBC |
| Overall contract progress and feedback | TBA | TBA | <i>Employer and Contractor</i> |

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

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

- Attendance of meetings as required by *Service Manager* such as:
 - Tutuka Power Station *Contractors* Safety Meeting (monthly)

- Departmental Safety Meetings (monthly)
- The *Employer's Contractor's* Monthly Safety Meeting
- Section daily meetings
- All Assessment meetings
- Outage meeting as required
- Any meeting requested by the *Employer* or *Contractor*

2.3 Contractor's management, supervision and key people

The *Contractor* will have permanent team of;

Cleaning

General Cleaning Core crew

- Site Manager: 1x
- Supervisor: 2x
- Safety officer 1x
- General Workers: 36 x Cleaners

Emergency Plant Cleaning Prices

- Supervisor: 1x
- General Workers: 12x

2.4 Provision of bonds and guarantees

- N/A

2.5 Documentation control

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).
- All communications must be printed and filed in the *Service Managers* file.

2.6 Invoicing and payment

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

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

- *Name and address of the Contractor and the Service Manager;*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order number;

- Invoices can only be send in by e-mail once the GR number is released by the *Employer's*
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number [430103] and a cost center number on the Invoice) to be send directly to
- Invoicing and payment procedure to be followed.

2.7 Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the *Site Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

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

- N/A

2.9 Insurance provided by the *Employer*

- Refer to Contract Data section 8.

2.10 Training workshops and technology transfer

- Induction training to be done before work commences on site
- All training required by the *Employer* will be on the *Employer's* account.
- Training will also be provided on new equipment to execute scope of work on site.
- *Contractor* must be trained on working at height as per Eskom's standard procedure and training to be on *Contractor's* account.
- *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.

2.11 Design and supply of Equipment

- In the case of modification, the *Employer's* modification process must be followed

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

2.12.1 Equipment

- N/A

2.12.2 Information and other things

- All reports / documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- The *Contractors* safety file will be handed over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract

2.13 Management of work done by Task Order

- A Task Order / Purchase Order or Formal Letter is the instruction to commence work.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- No work shall commence until a Task order is issued, accepted and signed by both the *Employer* and *Contractor*
- Completion certificate to be issued after task on Task Order is completed and Assessment certificate to be completed

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

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

SHEQ Policy

Eskom SHEQ Policy

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

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

Contractor SHEQ Policy

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

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

SHE Plans requirements

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plan, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* have the responsibility to send the SHE plan to the client for approval prior to commencement of work.

- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

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

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

Health and Safety Arrangements

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

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

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

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

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- *Contractor's* personnel will be required to work in confined spaces.
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

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

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

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

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

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

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

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

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

First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*

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

Contractor to provide own Fire extinguishers for site

Fire Precautions

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

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

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

Security, fire protection and safety

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

Fire protection

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

Safety and incident prevention

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

Reporting of accidents

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

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

Occupational Health and Safety Act 85 Of 1993 – SECTION 37

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

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

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

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

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

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

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

Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

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

3.2 Environmental constraints and management

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

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536.

3.3 Quality assurance requirements

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

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

- QCP and contract quality plan standards as per QM 58 to be adhered to
- The *Contractor* must provide Quality Control Plan documents for approval by *Employer's Service Manager* performing any activity.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- All staff required to perform the activities within the works information.
- All relevant personnel names and titles must be specified to the *Service Manager*
- Only Trained and Skilled people that are qualified to perform work are allowed
- All new staff to be appointed in writing.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (e.g. Supervisor for a Supervisor with proof of qualifications certified).
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*.
- Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- All qualifications of personnel to be verified by body of authority such as IME for validity on contract award or before the start of the contract.

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data.

4.1.3 Procurement Requirements

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price
BBBEE Status
Designated commodity (Yes/No)

| |
|---------|
| 80/ 90% |
| 20/10% |
| Yes |

SUPPLIER'S DEVELOPMENT, LOCALISATION, AND INDUSTRIALISATION**Section 1: Pre-qualification Criteria for Preferential Procurement**

SDL&I will apply the following pre-qualification criteria as envisaged in PPPFA 2017 regulation 4

a) Minimum BBBEE status level of contributor?

If Yes, what is the BBBEE status and/or level required

| YES | NO |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Level 1 | |

b) Is there BBBEE category targeted for this enquiry?

If Yes, BBBEE category

| YES | NO |
|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| EME/QSE | |

Tender Returnable if the above elements are requirements;

- An original or certified copy of sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or
- An original or certified copy of B-BBEE Certificate issued by CIPC for EME's. OR
- An original or certified copy of the B-BBEE certificate / sworn affidavit in the case of QSE's must be submitted, or
- An original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency must for LME's must be submitted, or
- For JV's only an original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted.

c) Minimum subcontracting requirement for this?

If Yes, what is the minimum percentage?

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

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s or letter of intent to sub contract signed by the main and potential subcontractor must be submitted.
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.
- Sub-contracting agreements can only be concluded with one or more of the following entities;
- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
- a cooperative which is at least 51% owned by black people;
- a EME or QSE which is at least 51% owned by black people who are military veterans

Section 2: Mandatory Requirements**2.1 Designated Sectors**

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

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

Please indicate below Designated Components

| Commodity | Components | Local Content Threshold |
|-----------|------------|-------------------------|
| PPE | | 100% |

NOTE 1:

Mandatory Returnables:

- (F1) - SBD 6.2 Declaration Form
- (F2) - Annexure C (Local Content Declaration-Summary Schedule

Non Mandatory Returnables:

- (F3) - Annexure D-Imported Content Declaration – Supporting Schedule to Annexure C
- (F4) - Annexure E-Local Content Declaration- Supporting Schedule to Annexure C.

If the quantity of materials and/or products cannot be wholly sourced in South Africa, the DTI, in consultation with the procuring entity, will grant exemption on a case-by-case basis. Bidder should request and obtain written exemption from the Department of Trade and Industry (DTI). Such exemption applications should be submitted and approvals be obtained prior to the closure of the bid(s) concerned.

The DTI in consultation with the procuring organ of state and the local industry will consider the exemption application on a case-by-case basis. Bidder should refer to national treasury Designated Sector Instruction Number 12 of 2016/2017 Paragraph 4.2.

2.2 CIDB Skills Development**Continuation of Mandatory Requirements**

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

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

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

| Criteria | Eskom Target | Tenderer Commitment |
|-----------------|--------------|---------------------|
| CSDG Percentage | N/A | N/A |
| Description | CIDB Skills | N/A |

Note 3: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

Section 3: SDL&I Undertaking

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

B-BBEE Requirements

Tenderers will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

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 spend minus the imported component.

| Local Procurement Content | Eskom Target | Tenderer Proposal |
|---------------------------|--------------|-------------------|
| | 100% | |

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract;

| Number of Jobs to be created | Number of Jobs to be retained |
|------------------------------|-------------------------------|
| | |

Section 4: SDL&I Penalty

- 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 fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

Section 5: Reporting and Monitoring

- The suppliers shall on a monthly/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 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- 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

Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

4.2 Subcontracting

4.2.1 Preferred subContractors

- Sub-Contracting will only be allowed with permission from the *Service Manager*

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- N/A

4.2.3 Limitations on subcontracting

- 25% of the Scope can be subcontracted **or** As per SDL&I requirements

4.2.4 Attendance on subcontractors

- N/A

4.3 Plant and Materials

4.3.1 Specifications

- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing the day before the material will be needed.
- The *Contractor* to transport tools and materials from and to the work site.
- Work and QC do be done according to *Employer's* regulations and procedures
- The *Contractor* will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.

- *Contractor* must be “trained and be authorised” with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope
- In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

4.3.2 Correction of defects

- All Correction within 90 days on the same plant will be seen as re-work
- All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or units shut downs.
- All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

4.3.3 Contractor's procurement of Plant and Materials

- Purchasing of spares or materials will go through the *Employer's* procurement process

4.3.4 Tests and inspections before delivery

- N/A

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

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.

5 Working on the Affected Property

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

- Lifesaving rules must be adhered at all times.
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager*.
- Unauthorised access to site is prohibited.
- The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- Each person to have an Identification card at all times

5.2 People restrictions, hours of work, conduct and records

- Normal working hours is *Employer's* working hours
 Monday to Thursday 07:00 - 16:00
 Fridays 07:00 - 12:00
 40 hour Work week
- Overtime on a as and when required basis, but must be approved by the *Service Manager*
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's Contractors* time sheets to be used
- Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)

- The *Contractor* must be available for any plant break downs during after hours, week-ends and public holidays. The *Contractor* must be on site within 1 hour after been called out.
- All overtime worked must comply with *Employer's* overtime policy
- All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

5.3 Health and safety facilities on the Affected Property

- Proto-team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and *Service Manager* must notified immediately

Facilities as designated by the *Employer*
- Toilets

First aid centre

The *Contractor* provides a first aid service to his employees and *Subcontractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.

No waste should be burned or buried on site.

Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

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

Hazardous Substances

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

Radiation protection

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

Handling of waste produced by the *Contractor*

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

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

Stockpiling of waste

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

Hazardous waste

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

Pest Control

Only approved herbicides with a low environmental risk shall be used for pest control.

- Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report/fix leaking taps and pipes to save water.

- Use water sparingly.

Chemical substances shall not be disposed of in waste water or storm water drains.

Air Pollution

Dust suppression measures must be in place to reduce airborne dust.

Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others

Interface with Others

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

Planning

Programmes are submitted in hard and electronic copy.

Monthly progress report

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

Completion

This section specifies what the *Contractor* has to do for Completion.

Requirements for Completion

Completion is when the *Contractor* has done all the work, which the Service Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

5.6 Records of *Contractor's* Equipment

- *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping.
- *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

Electrical & Instrumentation equipment and appliances

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

5.7 Equipment provided by the *Employer*

- Mobile Overhead cranes, fork lifts, air winches and other winches to be provided and operated by the *Employer*
- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract under Supervision

5.8 Site Services and facilities

5.8.1 Provided by the *Employer*

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof.
All private telephone calls / Internet usage will on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

5.8.2 Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide own staff refreshments, Coffee, sugar, milk, tea etc.
- All computers and printers accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* at own costs including Arc flash PPE and acid redounded PPE and must be SABS approved..
- Provide SANS approved Safety harnesses as per *Employer's* Safety Requirements.
- *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- Supply a letter undertaking that the *Contractor* does have the correct tools and equipment to perform activities, *Contractor* also to provide a list of tools and equipment that is registered on the company's register to execute contract's scope.
- QCP's and Certified Letters to be provided as a proof of previous similar activities done, with references of previous activities done.
- Provide a full detailed Technical Method Statement with regard to scope of work on how maintenance, inspection, repairs and load testing of cranes and hoist will be done
- The Tenderer to provide comprehensive method statement/s detailing all the activities performed during the crane service, covering the following activities as a minimum:
 - Yearly Thorough Examinations and Performance Test (including load testing) by LMI
 - Half -Yearly Thorough Examination/Inspections by LMI/Qualified Crane Technician
- *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- *Contractor* to provide own lead lights
- Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award
- The *Contractor's* employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- Company Tool list of all the equipment to be provided to the *Service Manager*.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.
The *Contractor* will comply with good Housekeeping standards whilst working on the *Employers* site.

Access permits

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

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits.
The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 612 6312.
The form contains the following information:

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

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

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

The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

Standby personnel

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

Temporary cabling

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The *Contractor* maintains and removes it on Completion.

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all time when entering or working on plant and in workshop.
- Work Permit Risk Assessment forms must be completed before commencing with any task.
- All relevant procedures to be used at all times.

5.10 Hook ups to existing works**5.10.1 Constraints on how the *Contractor* provides the service**

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- The *Employer's* Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- The *Contractor* shall provide all necessary discipline Artisans' tools.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- Site access shall be granted by Eskom Holdings Tutuka Power Station protective services as request via or by the *Service Manager*.
- Work in the plant will only be done with a permit to work and hot work permit in place as per the Plant Safety Regulations. Any contraventions will be strictly dealt with.
- After each working shift unused electrode shall be accounted for by the Supervisor and returned to the storage area
- All electrical equipment used by the *Contractor* shall be Identifiable by a unique number, serviced and inspected and proper record shall be kept.
- No employees will be transported on an open vehicle. The vehicles must comply with the *Employer's* minimum requirements

5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- a) Site Manager must have Grade 12 and 05 years relevant experience as Cleaning Site Manager
- b) Supervisor must have Grade 12 and 02 years relevant experience as Cleaning Supervisor
- c) General Workers – Skilled must have grade 10 and be literate competent to perform their scope of work
- d) Safety Officer must have grade 12 and SAMTRAC

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points

5.11.2 Materials facilities and samples for tests and inspections

- QC check sheets

5.11.3 Warranty on Load Tests

- N/A

6 List of Drawings

6.1 Drawings issued by the *Employer*

- All relevant drawings can be obtained from the *Service Manager* or the *Employer's* Supervisor.

7 APPENDIX

7.1 Annexure A X17 - Low Service Level Table

| X17 LOW SERVICE DAMAGES | | | | |
|-------------------------|---------------------|------------------------------------------|-------------------------------|------------------------------------------------|
| ITEM | DESCRIPTION OF TASK | QUALITY OF PERFORMANCE | REASON FOR DAMAGES | DAMAGES TO BE IMPLEMENTED |
| Workmanship | Rework | Poor quality | Cost | 1% of the assessment value per day of task |
| Standby response time | Call outs | Time taken 2 Hours after call was logged | Cost and Long breakdown hours | 1% of the assessment value per call-out |
| Time management | Late coming | 30 Minutes after | Cost | 1% of the assessment value per 30 minutes late |

7.2 Annexure B – Risks register

Risk Register

| Description of the risk | | Action to avoid or reduce the risk |
|------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk event | Cause & possible outcome | Action to be taken and who in terms of the contract is responsible for taking it |
| Incorrect tools for the job | | <i>Contractor</i> to supply correct tools for the job |
| Unavailability of personnel to perform tasks | | Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i> |
| Poor Quality of workmanship | Failure of equipment | Eskom to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work. |
| Contact with Electricity: Low and High Voltage | Electrocution | |
| Travel long distance to work | Delayed response time | |
| Unavailability of Radios | No proper communication | Radios to be available at all times to communicate Safety and Risks |

8 Annexure C: Key Performance Indicators

Key Performance indicator (supply and refurbishment)

| Key Performance Area | Results |
|-----------------------------------------------------------------------------------|-------------------------------|
| 1. Statutory Notifications | 1.1 No Violations |
| 2. Response time to Breakdowns and Emergencies during normal time and after hours | 1.2 No delays and load losses |