



DO NOT INCLUDE ANY PRICING, REVERSE E-AUCTION TO BE ARRANGED

NEC3 Term Service Contract (TSC3)

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

and

for Hygiene Services and Pest Control at Durbanville Office, Bella Rosa Office, Acacia Power Station, Ankerlig 1, 2 & 3 Power Stations, Drakensberg Power Station, Gariep Power Station, Gourikwa Power Station, Ingula Power Station, Palmiet Power Station, Palmiet Visitors Centre, Port Rex Power Station, Vanderkloof Power Station, Sere Wind Farm and Small Hydro Stations

1 July 2022 – 30 June 2027

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CONTRACT No.

C1.1 Form of Offer & Acceptance

1.1 Offer

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

Hygiene Services and Pest Control at Durbanville Office, Bella Rosa Office, Acacia Power Station, Ankerlig 1, 2 & 3 Power Stations, Drakensberg Power Station, Gariep Power Station, Gourikwa Power Station, Ingula Power Station, Palmiet Power Station, Palmiet Visitors Centre, Port Rex Power Station, Vanderkloof Power Station, Sere Wind Farm and Small Hydro Stations from 1 July 2022 – 30 June 2027

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is	
	(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	

1.2 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)				
Name(s)	Avi Singh			
Capacity	General Manager - Peaking Generation			
for the Employer	Eskom Holdings SOC Ltd, Peaking Generation, 15 Pasita Street, Rosenpark, Bellville, 7536			
Name & signature of witness	Marna Bester Procurement Manager		Date	

1.3 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	Termination	Either party may terminate this agreement provided a 30 calendar days' notice is given.

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			Avi Singh
Capacity			General Manager - Peaking Generation
On behalf of	(Insert name and address of organisation)		Eskom Holding SOC Ltd Peaking Generation 15 Pasita Street Rosenpark Bellville, 7536
Name & signature of witness			Marna Bester Procurement Manager
Date			

C1.2 TSC3 Contract Data

• Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Mr Raju Ooka
	Address	15 Pasita Street, Rosenpark, Bellville, 7536
	Tel	021-941 5800
	e-mail	raju.ooka@eskom.co.za
11.2(2)	The Affected Property is	Durbanville Office Bella Rosa Office Acacia Power Station Ankerlig 1, 2 & 3 Power Stations Drakensberg Power Station Gariep Power Station Gourikwa Power Station Ingula Power Station Palmiet Power Station Palmiet Visitors Centre Port Rex Power Station Vanderkloof Power Station

		Sere Wind Farm Ncora Hydro Electric station Mbashe Hydro Electric station First Falls Hydro Electric station Second Falls Hydro Electric station
11.2(13)	The <i>service</i> is	Hygiene Services and Pest Control at Durbanville Office, Bella Rosa Office, Acacia Power Station, Ankerlig 1, 2 & 3 Power Stations, Drakensberg Power Station, Gariep Power Station, Gourikwa Power Station, Ingula Power Station, Palmiet Power Station, Palmiet Visitors Centre, Port Rex Power Station, Vanderkloof Power Station, Sere Wind Farm and Small Hydro Stations
11.2(14)	The following matters will be included in the Risk Register	Pesticide and Chemical Approval
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	Two (2) days
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 June 2022
30.1	The <i>service period</i> is	Five (5) Years
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly on the last day of the 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	<p>(i) zero percent above 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 (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no</p>

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	Call-out Fees, Additional Bait Stations, Ad Hoc Pest Control.
7	Use of Equipment Plant and Materials	N/A
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. An outbreak of uncontrollable proportions that has the ability to negatively affect the health of employees and contractors at the premises and immediate surrounding area.</p> <p>2. Adverse conditions that may give rise to the probability of chemical infections, whether it be direct or indirect, causing ill health or death.</p>
83	Insurance Cover	
83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.	
83.2	The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> 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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
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	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>
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

**86 Insurance
Employer**

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

INSURANCE TABLE B

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

9 Termination

90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Service, he notifies the *Service Manager* and the other Party giving details of his reason for terminating. The *Service Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.

90.2 The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1–R21	P1, P2 and P4	A1, A2 and A4
	R1–R15 or R18	P1, P2, P3 and P4	A1, A2 and A3
	R17 or R20	P1 and P4	A1 and A2
	R21	P1, P3 and P4	A1 and A2
The <i>Contractor</i>	R1–R10, R16 or R19	P1, P2 and P4	A1, A2 and A4
	R17 or R20	P1, P2 and P4	A1 and A2

90.3 The procedures for termination are implemented immediately after the *Service Manager* has issued a termination certificate.

90.4 Within thirteen weeks of termination, the *Service Manager* certifies a final payment to or from the *Contractor* which is the *Service Manager's* assessment of the amount due on termination less the total of previous payments. Payment is made within three weeks of the *Service Manager's* certificate.

90.5 After a termination certificate has been issued, the *Contractor* does no further work necessary to Provide the Service.

91.1 **Reasons for termination**
Either Party may terminate if the other Party has done one of the following or its equivalent.

- If the other Party is an individual and has
 - presented his petition for bankruptcy (R1),
 - had a bankruptcy order made against him (R2),
 - had a receiver appointed over his assets (R3) or
 - made an arrangement with his creditors (R4).
- If the other Party is a company or partnership and has
 - had a winding-up order made against it (R5),
 - had a provisional liquidator appointed to it (R6),

	<ul style="list-style-type: none"> passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7), had an administration order made against it (R8), had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or <p>made an arrangement with its creditors (R10).</p>
91.2	<p>The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not put the default right within four weeks of the notification.</p> <ul style="list-style-type: none"> Substantially failed to Provide the Service (R11). Not provided a bond or guarantee which this contract requires (R12). <p>Appointed a Subcontractor for substantial work before the <i>Service Manager</i> has accepted the Subcontractor (R13).</p>
91.3	<p>The <i>Employer</i> may terminate if the <i>Service Manager</i> has notified that the <i>Contractor</i> has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification.</p> <ul style="list-style-type: none"> Substantially hindered the <i>Employer</i> or Others (R14). <p>Substantially broken a health or safety regulation (R15).</p>
91.4	<p>The <i>Contractor</i> may terminate if the <i>Employer</i> has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).</p>
91.5	<p>Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).</p>
91.6	<p>If the <i>Service Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re- start or start has not been given within thirteen weeks,</p> <ul style="list-style-type: none"> the <i>Employer</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18), the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Employer</i> (R19) and <p>either Party may terminate if the instruction was due to any other reason (R20).</p>
91.7	<p>The <i>Employer</i> may terminate if an event which the Parties could not reasonably prevent has substantially affected the <i>Contractor's</i> work for a continuous period of more than thirteen weeks (R21).</p>

92.1	<p>Procedures on termination</p> <p>On termination, the <i>Employer</i> may complete the <i>service</i> and may use any Plant and Materials provided by the <i>Contractor</i> (P1).</p>
92.2	<p>The procedure on termination also includes one or more of the following as set out in the Termination Table.</p> <p>P2 The <i>Employer</i> may instruct the <i>Contractor</i> to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of this contract to the <i>Employer</i>.</p> <p>P3 The <i>Employer</i> may use any Equipment to which the <i>Contractor</i> has title to complete the <i>service</i>. The <i>Contractor</i> promptly removes the Equipment when the <i>Service Manager</i> notifies him that the <i>Employer</i> no longer requires it to complete the <i>service</i>.</p> <p>P4 The <i>Contractor</i> provides to the <i>Employer</i> information and other things which the <i>Service Information</i> states he is to provide at the end of the <i>service period</i>.</p>
93.1	<p>Payment on termination</p> <p>The amount due on termination includes (A1)</p> <ul style="list-style-type: none"> • an amount due assessed as for normal payments, • the Defined Cost for Plant and Materials <ul style="list-style-type: none"> • which have been delivered and retained by the <i>Employer</i> or • which the <i>Employer</i> owns and of which the <i>Contractor</i> has to accept delivery, • other Defined Cost reasonably incurred in expectation of completing the whole of the <i>service</i> and <p>any amounts retained by the <i>Employer</i>.</p>
93.2	<p>The amount due on termination also includes one or more of the following as set out in the Termination Table.</p> <p>A2 The forecast Defined Cost of removing the Equipment.</p> <p>A3 A deduction of the forecast of the additional cost to the <i>Employer</i> of completing the whole of the <i>service</i>.</p> <p>A4 The <i>direct fee percentage</i> applied to</p> <ul style="list-style-type: none"> • for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Services Provided to Date or <p>for Option E, any excess of the first forecast of the Defined Cost for the <i>service</i> over the Price for Services Provided to Date less the Fee.</p>

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, 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

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
1.00				
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
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 andthe amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none">Defects due to his design, plan and specification,		

		<ul style="list-style-type: none"> • 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	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> 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	<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.

Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

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

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	An outbreak of uncontrollable proportions that has the ability to negatively affect the health of employees and contractors at the premises and immediate surrounding area. Adverse conditions that may give rise to the probability of chemical infections, whether it be direct or indirect, causing ill health or death.
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Contract Data
21.1	The plan identified in the Contract Data is contained in:	Plan to be submitted
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	The document called Price List in Part 1 of this contract
11.2(19)	The tendered total of the Prices is	

C2.1 Pricing assumptions: Option A

The *conditions of contract*

○ How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

○ Function of the Price List

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

○ Link to the *Contractor's* plan

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

○ Preparing the *price list*

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

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

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price*

list in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

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

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

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

○ **Format of the *price list***

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

DO NOT INCLUDE ANY PRICES, REVERSE E-AUCTION TO BE ARRANGED.

PART 1						
ITEM NO	DESCRIPTION	QTY P/A	QTY	RATE PER SERVICE	TOTAL PER YEAR : 1 ST YEAR	TOTAL : 5 YEARS
1	Sanitary Bins 3000014520					
	Acacia Power Station	24	3			
	Ankerlig 1 & 2	24	10			
	Ankerlig 3 Temp offices	12	7			
	Ankerlig 3 Future offices	12	5			
	Bella Rosa (As and when required)	24	2			
	Drakensberg Power Station & Visitor Center	24	12			
	Durbanville office (As and when required)	24	7			
	Gariep Power Station,	24	4			
	Gourikwa Power Station	12	14			
	Ingula Power Station & Visitor Center	12	37			
	Palmiet Power Station & Visitor Center	12	10			
	Port Rex Power Station,	24	3			
	Sere Wind Farm	0	0			
	Vanderkloof Power Station	2	3			
	Ncora Hydro Electric station	4	2			
	Mbashe Hydro Electric station	4	2			
	First Falls Hydro Electric station	4	1			
	Second Falls Hydro Electric station	4	2			
Total						

2 Rodent Bait Stations 3000014522						
ITEM NO	DESCRIPTION	QTY P/A	QTY	RATE PER SERVICE	TOTAL PER YEAR : 1ST YEAR	TOTAL : 5 YEARS
	Acacia Power Station	8	40			
	Ankerlig 1 & 2	8	50			
	Ankerlig 3 Temp offices	8	15			
	Ankerlig 3 Future offices	8	40			
	Bella Rosa (As and when required)	8	54			
	Drakensberg Power Station & Visitor Center	8	150			
	Durbanville office (As and when required)	8	100			
	Gariep Power Station	8	35			
	Gourikwa	6	80			
	Ingula Power Station & Visitor Center	8	415			
	Palmiet Power Station & Visitor Center	8	83			
	Port Rex Power Station	8	40			
	Sere Wind Farm	8	20			
	Vanderkloof Power Station	1	10			
	Ncora Hydro Electric station	1	11			
	Mbashe Hydro Electric station	1	25			
	First Falls Hydro Electric station	1	12			
	Second Falls Hydro Electric station	1	18			
Total						
3 Deepclean Toilets, Hand Basins, Kitchen Sinks, Urinals & Showers 3000019288						
	Acacia Power Station	4	27			
	Ankerlig 1 & 2	4	50			
	Ankerlig 3 Temp offices	4	28			
	Ankerlig 3 Future offices	4	23			
	Bella Rosa (As and when required)	4	8			
	Drakensberg Power Station & Visitor Center	4	91			
	Durbanville office (As and when required)	4	35			
	Gariep Power Station,	4	30			
	Gourikwa	4	85			
	Ingula Power Station,	4	110			
	Palmiet Power Station &	4	74			

	Visitor Center					
	Port Rex Power Station,	4	27			
	Sere Wind Farm	0	0			
	Vanderkloof Power Station	2	36			
	Ncora Hydro Electric station (including one Baracks)	4	13			
	Mbashe Hydro Electric station (including four houses)	4	56			
	First Falls Hydro Electric station (Including one Park-home)	4	4			
	Second Falls Hydro Electric station (Including two Barracks)	4	27			
Total						
4	Pest Control (Total area)					
	Acacia Power Station	1	1100 m ²			
	Ankerlig 1 & 2 (Each)	1	2300 m ²			
	Ankerlig 3 Temp offices	1	769 m ²			
	Ankerlig 3 Future offices	1	978m2			
	Bella Rosa (As and when required)	1	520 m ²			
	Drakensberg Power Station and Visitor Center	1	680 m ²			
	Durbanville office (As and when required)	1	2680 m ²			
	Gariep Power Station,	1	1200 m ²			
	Gourikwa	1	2400 m ²			
	Ingula Power Station and Visitor Center	1	2820 m ²			
	Palmiet Power Station and Visitor Center	1	1200 m ²			
	Port Rex Power Station,	1	1100 m ²			
	Sere Wind Farm	1	110 m ²			
	Vanderkloof Power Station	1	500 m ²			
	Ncora Hydro Electric station	1	800 m ²			
	Mbashe Hydro Electric station	1	2900 m ²			
	First Falls Hydro Electric station	1	600 m ²			
	Second Falls Hydro Electric station	1	900 m ²			
Total						

5	Call-out fee for every site visit 3000015392					
	Acacia Power Station	24	1			
	Ankerlig 1 & 2	24	1			
	Ankerlig 3 Temp offices	24	1			
	Ankerlig 3 Future offices	24	1			
	Bella Rosa (As and when required)	24	1			
	Drakensberg Power Station and Visitor Center	24	1			
	Durbanville office (As and when required)	24	1			
	Gariep Power Station,	24	1			
	Gourikwa	24	1			
	Ingula Power Station and Visitor Center	24	1			
	Palmiet Power Station and Visitor Center	24	1			
	Port Rex Power Station,	24	1			
	Sere Wind Farm	12	1			
	Vanderkloof Power Station	6	1			
	Ncora Hydro Electric station	4	1			
	Mbashe Hydro Electric station	4	1			
	First Falls Hydro Electric station	4	1			
	Second Falls Hydro Electric station	4	1			
Total						
6	Once off Fee for Bait Stations	1	1157			
7	SHE specifications per site	1	1			
Grand Total (excl VAT and CPA)						

PART 2					
Ad-Hoc requirements					
ITEM NO	DESCRIPTION	UoM	QTY	RATE PER SERVICE	
1	Pest control	m ²			
2	Covid-19 Decontamination	EA			
3	Additional rodent bait stations	EA			
4	Tamper proof bait stations	EA			
5	Call out Fee	EA			
6	Travel Fee	km			
Grand Total (excl VAT and CPA)					

PART 3: SCOPE OF WORK

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1. Description of the service

1.1 Executive overview

Hygiene Services, deep cleaning and Pest Control for a period of 5 years at all the Peaking Power Stations and Office Buildings. Eskom is entering into a Hybrid working system which could result in Durbanville and Bella Rosa offices be less utilised requiring less services to be rendered. These offices will be dealt with an as and when required basis although the pricelist and the annexure indicates the total number of services and items requiring services. Bait stations are installed at the various sites and replacement of these bait stations only required when condition requires replacement.

The Small hydro stations in the Eastern Cape (Ncora Hydro Electric station, Mbashe Hydro Electric station, First Falls Hydro Electric station and Second Falls Hydro Electric station) could be removed from this contract in the future due to business requirements and must be noted.

Deep cleaning and rodent control for Mbashe, Ncoro, First falls and second falls hydro electric stations includes the houses and barracks located near the power stations for the staff of the respective power stations. At Mbashe there are fourteen houses. At Ncoro there are one barrack. At First falls there are one Parkhome and at Second falls there are two barracks.

Ankerlig 3 temporary offices will be removed from the contract and the new Ankerlig 3 Offices will be included during the 5 year period. The specific date is not known at this stage.

1.2 Employer's requirements for the service

Hygiene Services

The *Supplier* supplies and maintains units hereunder at quantities and frequencies as per the Bill of Quantities and as stated on the Price List.

- Sanitary Bins

Supply Sanitary Bins. Content in bins will be removed and units will be cleaned, sterilized and chemically charged at intervals as stated in the Price List.

Decontamination services

- Covid-19 infections

Provide a decontamination service after a positive case of Covid-19 was identified on site. Decontamination of the affected area with the appropriate disinfectant and chemicals to ensure the area is adequately treated to prevent the further spread of the Covid-19 virus. A decontamination certificate shall be issued to state the area safe to use.

The *Supplier* does deep cleaning services at intervals as stated in the Price List. Deep clean services can include but not limited to:

- Toilets

De-scale and remove lime, uric acid and other deposits. Remove encrustations from the internal surface of soil pipes. Clean and disinfect both internal and external surfaces of the fittings, including the seat hinges, the seat covers, operating mechanism and door handles.

- Urinals

De-scale and remove lime, uric acid and other deposits from the fittings. Remove the domicile grating, clean, disinfect and clear away all waste matter around the trap. Clean and disinfect both internal and external surfaces on the fittings.

- **Showers**

De-scale and remove lime, uric acid and other deposits from the fittings. Remove the domicile grating, clean, disinfect and clear away all waste matter around the trap. Clean and disinfect both internal and external surfaces on the fittings. Remove corrosion and clean all pipes.

- **Washing facilities**

Clean and disinfect both internal and external surfaces of the fittings. Clean overflows and waste pipes of accumulated waste deposits. Clean and disinfect all taps, plugs, plug chains, channels and gullies.

- **Waste and soil pipes**

De-scale and chemically treat the interior of all pipes leading from the sanitary units as far as the stack pipe. Clear the pipework of all accumulated deposits and leave in a free-flowing condition,

- **Surfaces and fixtures**

Clean and disinfect all accessible surfaces and fixtures. Report on defect to plumbing and sanitary fittings.

Pest Control Service:

The *Supplier* maps the location of the bait stations on site and maintain bait stations hereunder at quantities and frequencies as per the Bill of Quantities and as stated on the Price List. Supplies of Bait stations only where condition of bait station is not suitable for use anymore.

The *Supplier* performs pest control treatments hereunder at quantities and frequencies as required and as stated on the Price List or as and when required when applicable at the same rates. The areas may differ due to the requirement at the time. The size of the areas are listed at the total office space.

Although the intention remains to protect humans against the hazards created by pests, the approach to manage pests by means of alternative methods is promoted such as ecosystem monitoring, non-pesticide management tactics firstly and to consider the use of chemicals only as a last resort and within an approved program.

Whenever pesticides are to be used, a sign shall be posted at the main security access building, and shall comply with the requirements for signage as contemplated in the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947- as amended) 2(a), 3-5, and an additional 3 signs made available for distribution on notice boards, at least three working days before the intended application of the approved pesticide product and shall remain posted for at least three days after application of the pesticide. The sign must be legible from at least 10m and the name of the intended pesticide must be prominently displayed, as well as emergency contact numbers, toxicity category, MSDS code and name of responsible person. Bait stations are excluded from the above but shall adhere to the following minimum requirements: The bait station shall be mounted to a structure, by means of an approved fastening method, to avoid it being moved. A sign shall be posted on the bait station (or directly above it), manufactured from aluminium and printed in non-fading black ink, indicating the bait station number, target pests, toxicity category and name of the intended pesticide used.

All pesticides intended for use are to be legally registered in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947- as amended) and the Hazardous Substances Act (Act 15 of 1973- as amended) and approved by the Pest Control Services Industries Board and the South-African Pest Control Association. Notwithstanding the above, all pesticides intended for use shall be authorised by the Health and Safety and environmental Officers before made available for use at all the Peaking Power Stations and Office Buildings.

The service shall include advice on potential exposure to employees and contractors, recommendations for minimising pest problems and emergency response to pest complaints and/or outbreaks. Inspections shall specifically include for the eradication of harbourage around buildings to avoid outbreaks. The correct disposal of dead animal carcasses and removal of unused / inadequate bait in bait stations or any other methodology applied to eradicate pests shall be monitored and reported on monthly

The intended frequencies for service inspections (as depicted) shall be verified by the *Contractor*. Should re-infestation occur before a scheduled service interval, the infestation shall be adequately addressed and the infestation clearance verified by the Contract Manager at the expense of the *Contractor*. The *Contractor* shall include in the pricing schedule for emergency response, whether or not caused by an external infestation, and shall be payable at the discretion of the Contract Manager. The position of existing bait stations must be re-assessed to provide for an efficient and complete control of vermin/ pests.

The following pests (species) in addition (as described) shall also be included in the scope without limitation: Ants, Bedbugs, mites, bird lice, fish moths, silverfish, ticks, bees, wasps, spiders and cockroaches.

1.3 Interpretation and terminology

“Pest”- Means an injurious, noxious or troublesome living organism, which is noxious, harmful to fauna, vegetation, crops or other goods, or may cause a public health hazard or public health nuisance, and without limitation, includes rats, mice, flies, mosquitoes, bed bugs, fleas, lice, termites and cockroaches, but does not include a virus, bacteria, fungus or internal parasite that exists on or in humans or animals.

“Pesticide”- Means any environmental appropriate (e.g. Racumin for rodent control) substance, matter, or micro-organism, within the meaning of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947- as amended) and the Agricultural Pests Act (Act 36 of 1986- as amended) or similar legislation intended to control, destroy, reduce, attract or repel, directly or indirectly, an organism, which is noxious, harmful, or causing a nuisance for a human, fauna, vegetation, crops or other goods, excluding medicine or vaccine.

“Premises”- Means any land with or without buildings or structures on it and any land which directly adjoins land on which the Power Stations and offices are situated. Gourikwa Power Station is situated within the precinct of Petro SA, a petroleum manufacturing company, and any substance pesticide used in the destruction, death of or reduction of pests, must be approved for such purpose.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
MSDS	Material Safety Data Sheet
PVC	Polyvinyl Chloride
ISO 9001	The International Organization for Standardization - sets out the requirements of a quality management system
ISO 14001	The International Organization for Standardization - can provide assurance to company management and employees as well as external stakeholders that environmental impact is being measured and improved.
OHSAS 18001	The Occupational Health and Safety Advisory Services - OHSAS 18001 (officially 'BS OHSAS 18001:2007') is an internationally-applied British Standard for occupational health and safety management systems.

Bill of Quantities

Hygiene Services, Deep cleaning and Pest Control at Peaking Power Stations and Office Buildings

Description	Chemical Deep Clean							Sanitary Bins (Ladies Toilets)	Pest Control	
	Ladies Toilet	Gents Toilet	Paraplegic Toilet	Urinal	Shower	Basin	Kitchen Sink		Bait Stations	Pest Control
Acacia Power Station	3	5		3	7	7	2	3	40	1100 m ²
Ankerlig 1 & 2	9	8	1	3	4	18	7	10	50	2300 m ²
Ankerlig 3 Temp offices								7	15	769 m ²
Ankerlig 3 Future offices	4	1	1	3	4	8	2	5	40	978 m ²
Bella Rosa (As and when required)	2	2				2	2	2	54	520 m ²
Drakensberg Power Station and Visitor Center	Total: 91							12	150	680 m ²
Durbanville Office (As and when required)	5	4	2	6	1	11	6	7	100	2680 m ²
Gariep Power Station,	3	6	0	4	4	10	2	3	35	1200 m ²
Gourikwa Power Station	13	14	1	7	5	31	14	14	80	2400 m ²
Ingula Power Station and Visitor Center	Total: 110							37		2820 m ²
Palmiet Power Station and Visitor Center	8	13	2	16	7	20	8	10	83	1700 m ²
Port Rex Power Station,	3	5		3	7	7	2	3	40	1100 m ²
Sere Wind Farm	0	0	0	0	0	0	0	0	20	110 m ²
Vanderkloof Power Station	3	10	0	7	4	11	1	3	10	500 m ²
Ncora Hydro Electric station	Total: 13 (6 at power station & 6 at Barracks)							2	11*	800 m ²
Mbashe Hydro Electric station	Total: 56 (28 at power station & 2 per house(14 houses))							2	25*	2900 m ²
First Falls Hydro Electric station	Total: 4 (2 at power station & 2 at the Park-home)							1	12*	600 m ²
Second Falls Hydro Electric station	Total: 27 (3 at Power station and 6 on Barrack 1 & 18 on Barrack 2)							2	18*	900 m ²

- * Ncoro – 6 bait stations at the power station and 5 at the Barracks
- * Mbashe – 11 bait stations at the power station and 1 per house (14 houses)
- * First falls – 6 bait stations at the power station and 6 at the Park-home
- * Second Falls – 4 bait stations at the power station and 6 at Barrack 1 and 8 at Barrack 2

1.4 Intentions of the Employer before Completion

Repeated failure to correct any breach of condition within the defect correction period by the Supplier will result in this contract being terminated.

2. Management strategy and start-up.

2.1 The *Contractor's* plan for the service

The *Contractor* shall provide, at the time of tendering and as a compulsory returnable document, a detailed service schedule (in Gantt format) outlining the intended frequencies anticipated to fulfil the objective as stated in the scope of work (The intended frequencies shall be priced accordingly in the pricing schedule). The Contract Manager shall use this plan to anticipate expected contractor activities in-and-around the premises as per section 5. This plan shall start on the indicated contract start date and shall include the entire contract period.

A financial cash flow projection shall be attached to the plan indicating the intended invoicing dates and amounts as for the entire contract period.

The availability of materials intended for use, including the approval timeframe thereof, shall also be indicated on the plan.

Meetings shall be indicated on the plan as stipulated in section 2.2 and section 3.

2.2 Management meetings

Meeting shall be held to mutually promote and to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

The following will be discussed (amongst others): Safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature will also be discussed as indicated below.

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

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

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

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

The *Contractor* shall provide, at the time of tendering and as a compulsory returnable document, a detailed service organogram of the Company's Branch, indicating specifically Operating officers, financial officers, Communication/liaison personnel and technical staff intended for this contract.

Changes in the structure must be communicated to the Contract Manager immediately of it coming into effect.

The Organogram shall include contact details and emergency response (24-hour) information.

2.4 Documentation control

A sample of an inspection report is shown in the Appendixes. Documentation shall conform to the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947- as amended), 13.

Each document shall have a unique, sequential number and all deviations contained therein clearly described.

A quarterly report shall be generated (for distribution at the meeting) outlining variances experienced and noted in the monthly reports and summarized into tabled and graphical information. The minimum information contained therein must include: number of dead carcasses removed, amount and type of chemicals/ pesticide induced, outbreaks (if any) and dangers/ hazards foreseen based on factual information gathered during site visits as described.

The quarterly report shall also contain financial information stating all invoice numbers submitted for payment, payments received and outstanding amounts in the Pricing schedule format. This report shall be reconciled at the meeting with the Employer's payment certificate schedule.

All documentation submitted to the *Employer* shall be in duplicate form and e-mailed electronically to the Contracts Manager. The preferred form of documentation for electronic submission is .pdf.

The Contract Manager shall in all instances be the point of communication (addressee) and no direct communication between persons involved in the contract shall be allowed. Such communication shall be disregarded.

2.5 Invoicing and payment

The *Contractor* does not start any work before he/she is in possession of a SAP 45 order number.

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 assessment certificate. Assessments are conducted monthly or at completion of task order for an ad-hoc service. Assessments of work completed and value is mutually agreed between the *Service Manager* and *Contractor*. The *Contractor* issues invoice in line with the assessed value on the assessment certificate

Submitted invoices are paid 30 days from date of receipt of invoice by the *Employer*.

2.5.1 Invoices submission

All invoices to be accompanied by the Payment Assessment Certificate as issued by the *Service Manager*. Invoices to be submitted electronically as PDF documents to: Invoiceseskomlocal@eskom.co.za

2.5.2 The *Contractor* includes the following on the *Contractor's* Tax Invoice:

- Name and address of *Contractor*
- *Contractor's* VAT registration number if applicable;
- *Contractor's* company registration number if applicable;
- *Contractor's* banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/ service provided;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);

- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant task order line item number;
- Relevant goods receipt / service entry number received from the *Employer's Service Manager*
- Statement whether value added tax is included or excluded;
- Invoices to be made out to Eskom Holdings SOC Ltd

2.5.3 How to submit invoices

a) General Submission Information

- The subject line on your email should only contain your Eskom vendor number
- Each invoice in PDF should be named with your invoice number only
- Ensure that the Eskom task order number is clearly indicated on your invoice together with the line number you are billing for
- Ensure you comply with the SARS tax requirements for submitting invoices electronically
- Each PDF files should contain one invoice, one debit note or one credit note only. You may submit more than one invoice per email
- All electronic invoices must be sent in PDF format only
- Attach proof of delivery to your invoice (eg assessment certificate)
- Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment
 - Assessment Certificate / delivery note
 - CPA calculation sheet
 - Retention certificates where it is a retention invoice
 - Any other appropriate documents

b) CPA

CPA is applied as per Secondary Option X1 in Contract Data. If there is CPA on your invoice, it is recommended that you issue a separate invoice for CPA so that if there are any issues on the CPA, the rest of the invoice can be paid whilst CPA issues are resolved.

CPA calculation sheets to accompany invoice

2.5.4 Payment Queries

For all queries and follow-ups on invoice payments, kindly contact the Finance Shared Services Contact Centre

- Tel: 011 800 5060
- Email: fss@eskom.co.za

2.5.5 Eskom information

- Eskom Tax clearance and BBBEE certificate is available at:
https://www.eskom.co.za/Tenders/BBBEECertificate/Pages/Eskom_BBBEE_Certificate.aspx
- Eskom VAT Number is **4740101508**

2.5.6 Avoid Payment Delays

- Failure to submit a PDF invoice with accompanying assessment electronically to Invoiceseskomlocal@eskom.co.za could result in payment delays.

- *Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit, tax certificate and Letter of Good standing during contract period. Failure to do so, could result in Eskom Vendor Management Dept blocking vendor details on Eskom vendor management system which affects payment processing of invoices
- It is important that the value stated on the invoice must be the same as the value stated on the task order. If the invoice value is different from the task order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the invoice, it will be rectified with the *Service Manager* before it is submitted for payment
- Ensure remittance email address and name on invoice are correct and that Eskom has received the same information to update its records. If different in Eskom's system, it will delay processing of invoice.

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.
- 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* 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.

2.6 Contract change management

The use of Standard forms is encouraged and is obtainable from the Contract Manager for instances like compensation events.

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

The *Contractor* shall compile a file, in duplicate and in electronic format (as described), which shall be kept up-to-date throughout the contract period and one physical and one electronic copy returned when the contract period has expired. The completion certificate shall not be issued unless the request is met.

This file shall contain all contract data including, but not limited to, all communication, instructions, compensation events, disputes, warnings, certificates, reports and health & safety instructions.

2.8 Insurance provided by the *Employer*

Queries regarding insurance claims and/or procedures can be addressed with the Contract Manager.

2.9 Training workshops and technology transfer

The *Contractor* shall, whenever an outbreak occurs, provide for the following: Brochures to be made available to personnel regarding the specifics of the outbreak. Personnel shall be addressed in a formal meeting regarding all precautions necessary to avoid the harmful effect thereof to personnel or property.

2.10 Design and supply of Equipment

The bait boxes intended for use shall be of a rigid material, which may include PVC of an acceptable viscosity, designed to effectively capture the intended vermin/ pest. These boxes shall be installed as per section 1.2 and shall in no way be a patented design intended for use only by one particular service provider. The outright purchase

price and rental of the equipment shall be disclosed in the pricing schedule and the option shall be at the discretion of the Contract Manager whether to exercise either.

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

2.11.1 Equipment

The installation of bait boxes shall remain in position and maintained as specified for the duration of the contract period. Bait Stations installed at the various office buildings and power stations to be purchased by Eskom Peaking Generation, bait stations not to be removed after contract expiry date.

Information

Any Chemicals or pesticides remaining on the premises at the end of the contract period shall be removed and responsibly disposed of on the last contract date, unless instructed to the contrary by the Contract Manager.

2.12 Management of work done by Task Order

The Supplier does not commence any work unless in possession of an official order instructing the work to be carried out

On assessment day, the Supplier submits an assessment of the services performed to-date to the Employer for verification detailing services completed. On acceptance by the Employer the Supplier submits an invoice for the amount due.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 Eskom Life Saving rules:

Five lifesaving rules have been developed that will apply to all Eskom employees, agents, consultants and *Contractors*.

- Rule 1: open, isolate, test, earth, bond, and/or insulate before touch - that is any plant operating above 1 000 v.
- Rule 2: hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- Rule 4: be sober (no person is allowed to work under the influence of drugs and alcohol.
- Rule 5: use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

3.1.2 Suspension of works and services under a contract

Any person may stop an activity, unsafe act or unsafe condition that poses or may pose a threat to the health and safety of an individual or create a risk of degradation of the environment. This includes any unauthorised work or service performed by or legally or contractually non-compliant acts or omissions by a supplier or such supplier's subcontractor or supplier.

Work stoppages that are initiated due to SHE concerns, non-compliance or poor performance related to the supplier's works or services, shall not warrant any financial compensation claim lodged against Eskom where the supplier has not met the requirements defined legally or contractually.

Work stoppages will be classified in accordance with the following and the applicable Eskom Work Stoppages shall be adhered to:

Temporary stoppage of activity(s)/task(s) due to SHE concerns, including the following circumstances:

Ad hoc work stoppages by Eskom management –at the discretion of the Eskom senior management, all work of a similar nature may be stopped due to the occurrence of a fatal or serious incident, and the applicable suppliers will be required to comply with and/or verify the conditions stipulated in the work stoppage instruction pack.

Stoppage /suspension/termination of contract

The contract custodian as defined in the Eskom contract with the main supplier will be the authorised person to communicate the stoppage/suspension / termination of the contract after seeking advice from Eskom's Legal Department and approval from the Business Unit Management.

3.1.3 Health, safety and the environment:

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 2003 (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.

3.1.4 Health, safety and the environment File submission:

The *Contractor* is expected to ensure that adequate time is allocated for the approval of their Health, Safety and Environmental File. This compulsory document must be prepared before an appointment with the Health & Safety Officer is made. The Health & Safety Officer will, upon receipt of this document, and after three working days, approve or reject the submission. No work shall start before the approval of the Health, Safety & Environmental File. Should the *Contractor* fail to rectify the shortcomings as outlined by the Health & Safety Officer, then Section 3.1.2 will apply.

Codes	Legal Requirements	Legal Ref	What to look for??
A1	Mandatory Agreement	Sec. 37(2)	A signed 37-2 agreement (new) by Client and Principal Contractor
		32-726 (Annexure B)	Signed Annexure
A2	Letter of Good Standing	CR 5(1)(j)	A valid current FEM/COID letter of Good Standing, Number and expiry date
A3	H&S Plan	CR7 (1)(a)	H&S Plan to be aligned to Clients H&S Specification.
A4	Employee List		Employees that will be at the site

Codes	Appointments & Competencies	Legal Ref	What to look for?
B1	First Aider	GSR 3(4)	Letter of appointment and proof of competency
B2	Ladder Inspector	GSR 13A	Letter of Appointment & proof of competence
B3	Incident Investigator	GAR 9(2)	Letter of appointment and a certificate in incident investigation e.g. RCAT
B4	Construction Work Supervisor	CR 8(7)	Letter of Appointment & proof of competence
B5	Risk Assessor	CR 9(1)	Letter of appointment & proof of Risk Assessment course/training attended- Institution name
B6	HCS Controller	HCS Regulations	MSDS's and proof of communication
B7	Calibration Certificate		Calibration Certificate for measuring equipment

Codes	Risk Assessment	Legal Ref	What to look for?
C1	Risk Identification	CR 9(1)(a)	Risk Assessment template -Site specific risk identification. Copy of Baseline Risk Assessment
C2	Risk Analysis	CR 9(1)(b)	A documented method on how hazards and risks are evaluated and analysed e.g. matrices
C3	Risk Control	CR 9(1)(c)	Documented Risk Mitigation/ Control plan. Safe work procedures to mitigate, reduce or control the risks
C4	Monitoring Plan	CR 9(1)(d)	A monitoring plan- How are risks monitored. e.g Observations
C5	Review Plan	CR9(1)(e)	A review plan demonstrating the frequency of review of Baseline RA's(Date of review of the plan)
C6	Safe Work Procedures/Work packages		Check for Review dates of Safe Work Procedures/ Task manuals
Codes	Induction Training	Legal Ref	What to look for?
D1	Proof of Eskom's Induction Training on file.		Proof of valid Peaking Induction conducted
Codes	Medical Surveillance	Legal Ref	What to look for?
E1	Medical certificates for all employees	CR 7(8)	Medical Certificates of all employees in the project
Codes	Procedures	Legal Ref	What to look for?
F1	Incident Management Procedure	32-95	Incident Management procedure to be aligned to 32-95, wrt reporting, recording, classification and investigation
F2	Effective Evacuation Plan	CR 29(1)	Evacuation Plan (e.g. Check emergency number, appointments letters etc.)
Codes	Principal Contractor to inform the client regarding use of contractors	Legal Ref	What to look for?
G1	Is the Principal Contractor using contractors?	32-136	List of contractors
G2	Is the contractor's H&S Plan approved by the Principal Contractor (Client)		Copy of contractor's H&S plan , signed by the Principal Contractor

3.2 Environmental constraints and management

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.

Hazardous waste removal procedures are required for all hazardous waste generated and removed while on site. Disposal certificates are required for all hazardous waste removed from site that provides a summarised verification of the waste disposed.

3.2.1 Environmental Standard:

3.2.1.1 Legislation:

Comply with all environmental legislation of South Africa in respect of controlling air pollution, water pollution and waste disposal, etc.

3.2.1.2 Green Practices:

The *Contractor* must carry out good environmental practices in carrying out the works for conserving the global & local environment. Such practices shall include but not be limited to the replacing all chemical based cleaning agents by other natural/organic alternatives when such chemicals is provided by the *Contractor*.

During sweeping and dusting, the *Contractor* shall ensure that a minimum amount of dust is liberated into the atmosphere. The use of compressed air for cleaning is prohibited.

3.2.1.3 Waste Management

Domestic – all bins must be replenished with plastic disposable bags and when full moved to the designated waste areas within each area of the works.

No waste material must be accumulated or stored anywhere other than in the designated area.

3.3 Quality assurance requirements

The *Contractor* shall provide the *Employer* with a Quality Plan and Work Procedures for all intended work groups: Hygiene and Pest Control. The format of these documents are not prescribed, but must be acceptable to the Contract Manager and approved before any work is permitted to be performed.

Apart from these plans and procedures, each quarterly meeting convened will also have, as an agenda point, the completion of the Contractor evaluation Criteria under Quality Management. This document will form the baseline for use in the evaluation of all quality-related aspect concerning this contract. Contractor performance will be communicated with the relevant ESKOM departments concerned with procurement, finance and service.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Please read site entry constraints regarding access to contract's employees and the use of sub-contractors.

Specifications as set out in 2.3 shall be adhered to. In addition, training conducted for key personnel in terms of the Skills Development Act of 1999 and that assurance that all training conducted has been done through, or has been governed by, the PCSIB (Pest Control Service Industries Board)

4.1.2 BBBEE

Based on Eskom's Hierarchy of Procurement, Eskom's preference is to do business with those Suppliers with the highest B-BBEE Statuses, thereby encouraging its Suppliers to procure goods and services from other suppliers that have high B-BBEE Statuses which ultimately results in the desired transformation within Supplier markets.

Where it is not possible for Eskom to do business with Suppliers that have high B-BBEE Statuses (i.e. levels 1-4), then Eskom will ensure that such Suppliers will be contractually bound to subcontract an agreed percentage of the of the contract value to acceptable Black Suppliers or to procure certain components,

consumables and/or services from Black Suppliers, as part of its overall BEE Strategy as set out in Directive 32-416.

Suppliers contracted to do business with Eskom will, in terms of their contract be obliged to notify Eskom in writing of any changes in their B-BBEE Status. Where a change in the Supplier's B-BBEE Status is as result of a sale / loss of shares by a Black shareholder, or any other change to its business composition or legal status, then the Supplier must immediately begin a new BEE verification process and provide Eskom with confirmation of its B-BBEE Status by submitting an updated Verification Certificate by no later than 30 (thirty) days from notification, or as otherwise agreed with Eskom.

This pending change of B-BBEE Status will be indicated on the vendor management system.

Where the change of ownership, business composition or legal status has negatively impacted on the Supplier's B-BBEE Status, then Eskom may exercise its right to terminate or renegotiate the contract. The right to terminate or re-negotiate the contract as a result thereof must be contained in the contract with the Supplier.

4.1.3 Specifications

The Supplier adheres to safety regulations pertaining to the various power stations and office buildings in addition to all requirements of the Occupational Health and Safety Act of 1993 and all later revisions thereof.

The Employer performs a Safety and Environmental induction. This will be arranged prior to commencement of the work.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
The Occupational Health and Safety Act No. 85 of 1993 and Regulations		✓
Environmental requirements: National Environmental Management Act of 1988		✓
The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent		✓
32-1034 **Eskom's Procurement and Supply Chain Management Procedure	Latest Revision	✓
32-527 Code of Ethics	Latest Revision	*
320-727 Eskom SHEQ Policy	Latest Revision	*
32-421 Eskom Life Saving Rules	Latest Revision	*
32-95 Eskom Safety Procedure	Latest Revision	*

* Available on request

** Available at

https://www.eskom.co.za/Tenders/EskomPurchasingPolicies/Pages/Eskom_Purchasing_Policies.aspx

4.1.4 Correcting Defects

Any defect to be brought to the attention of the Employer. Any defects not serviced could result either in non-payment, delays in payment or part payment.

5. Working on the Affected Property

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

All persons intending to perform work and/or attend meetings during this contract period at the various power stations and office buildings, have to comply with the following:

- a) Notify the Contracts Manager at least 48 hours prior to arrival and submit
- b) ID numbers and vehicle registration numbers of persons intending to enter Eskom premises.
- c) Entrance to Gourikwa Power Station - use Entrance Gate 9B, Landfill site turnoff, Petro SA, to enter the premises and undergo a Breathalyzer test before proceeding to the Main Entrance gate
- d) The Supplier provides his employees with proper Personal Protective Clothing (PPE) applicable for safe execution of the Works.
- e) No employee of the Supplier is allowed to work without the necessary Personal Protective Equipment (PPE)

5.2 *People restrictions, hours of work, conduct and records*

The *Employer* does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.

All Life Saving Rules as specified shall be adhered to.

The premises may be entered from 08:00 to 16:00 Mon-Thu, excluding public Holidays and from 08:00 to 12:00 on Fridays. Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.

Parking is allowed in the demarcated areas only and should it be required to drive on site, then please adhere to the following;

- Maximum speed is 20km/h
- Driving is only allowed on tarred surfaces
- Obey all road signs

Damage to ESKOM's plant/ property will be for the *Contractor's* account.

5.3 *Health and safety facilities on the Affected Property*

All *Contractor* employees must attend a compulsory induction meeting at the start of the Contract period.

The required Health & Safety files, complete with all of the requirements thereto, must be submitted, completed and approved before the start of the contract period (refer Section 3.1.5).

5.4 *Environmental controls, fauna & flora*

The responsibility and accountability for the use of pesticides and chemicals remain with the appointed *Contractor*. To this effect, insurance cover shall be available, to the satisfaction of the Contracts Manager, to remedy any spill or effect outside of the control of the *Contractor*.

5.5 *Records of Contractor's Equipment*

The *Contractor* shall, before entering the site for the first time, provide a comprehensive list of all equipment and tools intended for use during the contract period, to the Security manager. Access will be postponed until such time as the inventory is approved and available at each site visit.

Material intended for use shall be approved beforehand as stipulated. The exact amounts consumed during a particular service visit must be declared and reconciled in order to reflect on the quarterly report.

5.6 Equipment provided by the *Employer*

None

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

- 220V electrical supply is generally available in the power station complex. All points of supply are provided in terms of availability and location.
- Water is generally available in the power station and office buildings. All points are provided in terms of availability and location.

5.8 Control of noise, dust, water and waste

The control of noise, dust, water and waste shall be as expressed in the environmental requirements for site.

5.9 Hook-ups to existing works

All work will be conducted at ground level. Should any hook-ups be required for specific work, please consult with the Contract Manager.

5.10 Tests and inspections

5.10.1 Description of tests and inspections

Inspections will be carried out by the Health & Safety Officer, the Environmental officer and the Contract Manager periodically. This information will be shared during the quarterly meetings.

Inspections carried out by the *Contractor*, specifically those intended for the prevention of harbouring areas, must be recorded and recommendations communicated with the Contract Manager as soon as it becomes apparent.

6. List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
		NONE

7. SITE INFORMATION

- **Bella Rosa Office Building**
21D Modena Building, Bella Rosa Street, Bella Rosa Village, Bellville
Contact Person: Lilian Kruger or Raju Ooka
Tel: 021-941 5800
GPS: -33.86309229084149, 18.64166882867138
- **Durbanville Office**
15 Pasita Street, Rosenpark Bellville

Contact Person: Lilian Kruger or Raju Ooka
Tel: 021-941 5800
GPS: -33.867945954582794, 18.642715183895156

- **Acacia Power Station**
Off Montague Road, Monte Vista, Acacia
Contact Person: Mariana Sellidon
Tel: 021-558 7266
GPS: -33.88318877844278, 18.535523397387518
- **Ankerlig 1, 2 & 3 Power Station**
Neil Hare Road, Atlantis
Contact Person: Leisl Bell and Chernine Jones
Tel: 021-573 6000
GPS: -33.592034150156515, 18.460840202408445
- **Drakensberg Pumped Storage Scheme**
Off R74, Jagersrust
Contact Person: Zandile Mnuka
Tel: 036-438 2034
GPS: -28.564755147635918, 29.08416362607244
- **Gariep Power Station**
R701, Gariep Dam
Contact Person: Nimroid Sadiki
Tel: 021 915 1213
GPS: -30.62644450486522, 25.502889113961885
- **Gourikwa Power Station**
On N2 North, PetroSA Landfill Site, Mossel Bay
Contact Person: Leilanie Basson
Tel: 044-606 3444
GPS: -34.16680193033826, 21.96341839316521
- **Ingula Pumped Storage Scheme**
Off R103, Road D48
Contact Person: Len Slabbert
Tel: 036 342 3023
GPS: -28.280742366794115, 29.588001227917236
- **Palmiet Pumped Storage Scheme**
Off N2 East, Grabouw
Contact Person: Lisa Godlo or Elzette Jacobs
Tel: 021-859 9142 / 9215
GPS: -34.19831325251124, 18.97453636856114
- **Palmiet Visitors Centre**
Off N2 East, Grabouw
Contact Person: Liesel Sherwood-Adcock
Tel: 021-859 2690
GPS: -34.16479323414737, 18.983249630221103
- **Port Rex Power Station**
9 Wells Rd, Gately, East London
Contact Person: Eric Adams
Tel: 021-558 7266
GPS: -33.0280390889587, 27.88149308201755
- **Sere Wind Farm**
Lot 1862 Olifants River Settlement, Lutzville

Contact Person: Deon van der Merwe
Tel: 021-915 2118
GPS: -31.523018280004084, 18.10543725816731

- **Vanderkloof Power Station**
Off P70, Vanderkloof Dam
Contact Person: Riaan Ellis
Tel: 021 915 2763
GPS: -29.99355226532386, 24.729798173196478
- **Ncora Hydro Electric station**
- **TBC**
- Contact Person: Colin Buckley
- Tel: +27 82 806 6771
- GPS: -31.77869961235491, 27.71826489226706
- **Mbashe Hydro Electric station**
- **TBC**
- Contact Person: Colin Buckley
- Tel: +27 82 806 6771
- GPS: -32.00078791148902, 28.582103705059144
- **First Falls Hydro Electric station**
- **TBC**
- Contact Person: Colin Buckley
- Tel: +27 82 806 6771
- GPS: -31.59893058939229, 28.8206473414517
- **Second Falls Hydro Electric station**
- **TBC**
- Contact Person: Colin Buckley
- Tel: +27 82 806 6771
- GPS: -31.684404467496233, 28.88225049485534

7.1 Task Order

To the Contractor	[•]	Tel:	[•]
Address	[•]	Fax:	[•]
Attention	[name] [•]	Date:	[•]
E mail	[•]	Ref:	[•]

Dear Sirs,

Contract title	[•]	Number:	[•]
Contract action	Clause X19.2 Task Order		

Further to our consultations dated [•.....] about the content of this Task Order and in terms of clause X19.1(1) and X19.1(2) in secondary Option X19 of the above contract, I hereby instruct the *Contractor* to carry out the below stated work as a Task within the *service*.

Task Order No.	[•]	<i>service</i>	[•]
Detailed description of the work in the Task: [•] Starting date for the Task [•] Task Completion Date [•] Delay damages (if any) [•]			
A priced list of items of work in the Task in which items are taken from the Price List is attached Total of Prices for items of work taken from the Price List per the attached priced list is: R. _____ Total of Prices for items of work not in the Price List (details attached) is: R. _____ Total of the Prices for this Task Order R. _____			

Yours faithfully,

RAJU OOKA

Signature (Service Manager)	Name	Date
--------------------------------------	------	------

Distribution:				

7.2 Payment Certificate and Invoice

	Term Services Contract Employer's Assessment	Contract No:
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TITLE OF THE CONTRACT:

CONTRACTOR:	EMPLOYER:
Contact Person:	Contact Person:
Address:	Address:
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:
Contractor's Invoice Number:	Employer's certificate number:
Contractor's VAT No.:	Employer's cost allocation:

RECONCILIATION			
DESCRIPTION	CUMULATIVE THIS CERTIFICATE	CUMULATIVE PREVIOUS CERTIFICATE	NOW DUE
(1) Price for Work Done to Date			
(2) Compensation events			
(3) Price adjustment for inflation			
(4) Bonus for early Completion			
(5) Other amounts due to/by the Contractor			
(6) Sub-totals			
(7) Less retention % on {(1) – (retention free amount)}			
(8) Sub-totals			
(9) Add retention released			
(10) Sub-totals			
(11) Less delay damages			
(12) Sub-totals			
(13) Less low performance damages			
(14) Sub-totals			
Add VAT @ 15%			
TOTALS			

Assessment prepared by:

.....
PRINT NAME

Certified by the Supplier:

.....
SIGNATURE

.....
assessment date

.....
PRINT NAME

.....
SIGNATURE

.....
DATE