



## NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**  
(Reg No.                    )

and  
(Reg No.                    )

for **Provision of Industrial Station Cleaning Services In  
Outside Plant Areas including outages scope at Kriel  
Power Station for a period of five years**

---

**Contents:**

**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

**Part C3 Scope of Work**

---

**CONTRACT No. [Insert at award stage]**

---

## **PART C1:      AGREEMENTS & CONTRACT DATA**

---

### **Contents:**

#### **C1.1 Form of Offer and Acceptance**

[

#### **C1.2a Contract Data provided by the *Employer***

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

#### **C1.3 Proforma Guarantees**

---

# C1.1 Form of Offer & Acceptance

**Section 1.01 Offer**

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

**Article II. Provision of Industrial Station Cleaning Services in outside Plant Areas including outages scope at Kriel Power Station for a period of five years (60 months).**

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

Date

Tenderer's CIDB registration number:

Not applicable

**Section 2.01**

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

## Section 2.02 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

**Mrs M Raphasha**

Capacity

**General Manager, Kriel Power Station**

**for the  
Employer**

**Eskom Holdings SOC Limited (Reg No 2002/015527/30), Kriel Power Station, Bethal-  
Ogies Road, Kriel 2271**

Name &  
signature of  
witness

Date

## Section 2.03 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	None	

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.

### (i) For the tenderer:

### (ii) For the Employer

Signature	.....	.....
Name	.....	<b>Mrs M Raphasha</b>
Capacity	.....	<b>General Manager, Kriel Power Station</b>
On behalf of	.....	<b>Eskom Holdings SOC Limited (Reg No 2002/015527/30), Kriel Power Station, Bethal-Ogies Road, Kriel 2271</b>
Name & signature of witness	.....	.....
Date	.....	.....

## C1.2 TSC3 Contract Data

### Article III. Part one - Data provided by the *Employer*

Clause	Section 3.01 Statement	Section 3.02 Data
1	<p><b>Section 3.03 General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>[REDACTED] dispute resolution Option and secondary Options</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>of the NEC3 Term Service Contract April 2013<sup>2</sup> (TSC3)</p>	<p><b>Section 3.04</b></p> <p><b>A:</b> Priced contract with price list</p> <p><b>W1:</b> Dispute resolution procedure</p> <p><b>X1:</b> Price adjustment for inflation</p> <p><b>X2:</b> Changes in the law</p> <p><b>X17:</b> Low service damages</p> <p><b>X18:</b> Limitation of liability</p> <p><b>X19:</b> Task Order</p> <p><b>Z:</b> <i>Additional conditions of contract</i></p>
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p>	<p><b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b></p> <p><b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b></p>
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address</p> <p>Tel</p> <p>Fax</p> <p>e-mail</p>	<p><b>Piet Aphane</b></p> <p><b>Kriel Power Station</b> <b>Bethal Ogies Road Kriel 2271</b></p> <p><b>017 615 2913</b></p> <p><b>086 698 3164</b></p> <p><b>AphanePN@eskom.co.za</b></p>
11.2(2)	The Affected Property is	<b>Kriel Power Station</b>
11.2(13)	The <i>service</i> is	<b>Provision of industrial station cleaning services in outside plant areas at Kriel Power Station for a period of five years (60 months).</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract.
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	48 hours
Section 3. <b>Section 3.06 The Contractor's main responsibilities</b>		Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	As per Task Order , agreed between Service Manager and Contractor
Section 3. <b>Section 3.08 Time</b>		<b>Section 3.09</b>
30.1	The <i>starting date</i> is	01 May 2026
30.1	The <i>service period</i> is	30 April 2031
Section 3. <b>Section 3.11 Testing and defects</b>		<b>Section 3.12</b> Should the equipment not be available due to repair or breakdown, equivalent hired equipment to be made available so as not to cause any interruptions with supply
Section 3. <b>Section 3.14 Payment</b>		<b>Section 3.15</b>
50.1	The <i>assessment interval</i> is	On or as close as possible to the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14 days depending on contractor BBBEE status
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates

Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

Section 3.	<b>Section 3.17 Compensation events</b>	There is no reference to <b>Contract Data</b> in this section of the core clauses and terms in italics used in this section are identified elsewhere in this <b>Contract Data</b>
Section 3.	<b>Section 3.19 Use of Equipment Plant and Materials</b>	<b>Section 3.20</b> The Equipment must be used to ensure that all works are executed within specified scope of work and time.
Section 3.	<b>Section 3.22 Risks and insurance</b>	<b>Section 3.23</b>
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>None</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>[•]</b>
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>

83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>Section 3 Section 3.25 Termination</b>		There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>Section 3 Section 3.27 Data for main 0 Option clause</b>		<b>Section 3.28</b>
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>4 weeks.</b>
<b>Section 3 Section 3.30 Data for Option W1 1</b>		
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>Section 3 Section 3.32 Data for secondary 2 Option clauses</b>		<b>Section 3.33</b>
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>(One month prior to tender closing)</b>

	<p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p><b>proportion</b></p> <p><b>0.10</b></p> <p><b>0.60</b></p> <p><b>0.15</b></p> <p><b>0.15</b></p> <p><b>1.00</b></p>	<p><b>linked to index for</b></p> <p><b>Transport</b></p> <p><b>Labour</b></p> <p><b>Machinery</b></p> <p><b>non-adjustable</b></p>	<p><b>Index prepared by</b></p> <p><b>Seifsa L2</b></p> <p><b>Seifsa C3</b></p> <p><b>CPI</b></p>										
<p><b>X2</b></p>	<p><b>Changes in the law</b></p>	<p><b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b></p>												
<p><b>X17</b></p>	<p><b>Low service damages</b></p>													
<p>X17.1</p>	<p>The <i>service level table</i> is</p>	<table border="1"> <thead> <tr> <th data-bbox="839 757 1054 786"><b>Amount</b></th> <th data-bbox="1061 757 1434 786"><b>Performance Level Incident</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="839 795 1054 846">R5 000.00 / incident</td> <td data-bbox="1061 795 1434 846">Not wearing Personal Protective Equipment</td> </tr> <tr> <td data-bbox="839 855 1054 907">R10 000.00 / audit finding</td> <td data-bbox="1061 855 1434 907">Administration audit Findings</td> </tr> <tr> <td data-bbox="839 916 1054 1093">R25 000.00/ audit finding</td> <td data-bbox="1061 916 1434 1093">Housekeeping, Environmental or Insurance audit per finding within area of scope responsibility as a result of contractor negligence.</td> </tr> <tr> <td data-bbox="839 1102 1054 1184">R50 000.00 / incident</td> <td data-bbox="1061 1102 1434 1184">Loss Time Incident as a result of contractor negligence.</td> </tr> </tbody> </table>			<b>Amount</b>	<b>Performance Level Incident</b>	R5 000.00 / incident	Not wearing Personal Protective Equipment	R10 000.00 / audit finding	Administration audit Findings	R25 000.00/ audit finding	Housekeeping, Environmental or Insurance audit per finding within area of scope responsibility as a result of contractor negligence.	R50 000.00 / incident	Loss Time Incident as a result of contractor negligence.
<b>Amount</b>	<b>Performance Level Incident</b>													
R5 000.00 / incident	Not wearing Personal Protective Equipment													
R10 000.00 / audit finding	Administration audit Findings													
R25 000.00/ audit finding	Housekeeping, Environmental or Insurance audit per finding within area of scope responsibility as a result of contractor negligence.													
R50 000.00 / incident	Loss Time Incident as a result of contractor negligence.													
<p><b>X18</b></p>	<p><b>Limitation of liability</b></p>													
<p>X18.1</p>	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p><b>R0.0 (zero Rand)</b></p>												
<p>X18.2</p>	<p>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</p>	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>												
<p>X18.3</p>	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p>	<p><b>The greater of</b>  <b>the total of the Prices at the Contract Date and</b>  <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>												

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <p><b>Defects due to his design, plan and specification,</b>  <b>Defects due to manufacture and fabrication outside the Affected Property,</b>  <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b>  <b>death of or injury to a person and</b>  <b>infringement of an intellectual property right.</b></p>
X18.5	The <i>end of liability date</i> is	<b>1 week after the end of the service period</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Within the same day of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
		<b>Z1 to Z11 always apply.</b>

**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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

## **Z5 Confidentiality**

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

Z7.1 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.

Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

Z8.1 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.

Z8.2 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.

Z8.3 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.

**Z9            Notifying compensation events**

---

Z9.1 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.

---

**Z10      *Employer's limitation of liability***

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11      **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":****

- Z11.1      or had a business rescue order granted against it.

## Article IV. Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## C1.2 Contract Data

### Article V. Part two - Data provided by the Contractor

Section Clause	Section 5.02 Statement	Section 5.03 Data
10.1	The <i>Contractor</i> is (Name):	<b>Name (Reg No:)</b>
	Address (physical)	
	Tel No.	
	Fax No.	
	E-mail	
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	<b>None</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>N/A</b>
21.1	The plan identified in the Contract Data is contained in:	<b>Part 3: Scope of Work</b>
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2 the price list</b>
11.2(19)	The tendered total of the Prices is (excl VAT)	

**PART 2: PRICING DATA****TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### Article VI. How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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.

### Article VII. 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.

### Article VIII. 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).

### Article IX. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### **Format of the *price list***

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

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

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

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

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

## **C2.2 the *price list***

The rates of the items in the price list to make provision for the cost of all materials, labour, profit, supervision and expenditure which may be incurred in the proper execution of the works. It is the responsibility of the tenderer to ensure that operational cost is included in the provided price list items.

This can include, but not be limited to, levies payable to any industrial councils, associations, etc that may be due by the tenderer, the cost of compliance to legislation, for instance regarding Health and Safety, compliance with Labour Legislation, etc.

N:B. Contractor must be able to supply sufficient work force or manpower to cover cleaning on twenty-four hours coverage including weekend and the tenderer must ensure that all costs are included in the provided price list items.

**N:B, Provision should be made in the schedule of prices for work on twenty-four hours basis including the supervisors. The price list should cater for shift allowance and weekend work including holidays or Sundays etc. There will be no compensation or overtime claim of this service.**

**NB: Resource requirements are indicated on a per area basis and represent estimated requirements under normal operating conditions. Eskom reserves the right, at its sole discretion, to reallocate and/or deploy resources to alternative areas or activities as operationally required for cleaning purposes, without adjustment to the tendered rates. The total labour complement (excl. P&Gs and outages) is as follows: 57-day general workers and 23 shift general workers per shift (with the shift structure designed to comply with labour law requirements). At least 15-day general workers and 1-day supervisor should be made available for weekends and holidays work.**

## Price Data (Cleaning Operating Scope)

Item No.	Description	Unit	Qty	Rate (Rands)	Amount (Rands)
<b>100</b>	<b>PRELIMINARY &amp; GENERAL</b>				
101	Site Establishment	Sum	1		
102	Health & safety /safety File	Annually	5		
103	Medicals and security clearance	Annually	5		
104	PPE including for machinery	Annually	5		
105	Consumables PPE	Month	60		
106	Transport (shifts and day shifts)	Month	60		
107	Site administration clerk, Operational Cost (Office, printing, Telephone)	Month	60		
108	Site Manager [x1]	Monthly	60		
109	Supervisors (Day and Shifts) [x2 for day and x1 per shift]	Monthly	60		
110	Safety Officers [x1]	Month	60		
111	Site De-Establishment	Sum	1		
		<b>SUB TOTAL</b>			

200	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: COAL PLANT</b>	Unit	Qty	Rate (Rands)	Amount (Rands)
201	Coal Staithes 1: <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 12 general workers per shift</li> <li>• 5A-5D Conveyor belts area, floor around the conveyor belt including underneath the belt and structures including idlers ,water Pipes and fire extinguisher and the walls).</li> <li>• Tail-end tension carriage pulley, coal staithes structure and roofs.</li> <li>• Cleaning of all coal conveyors 5A/6A-5D/6D transfer chutes including sumps areas (4 Sumps 2x3m each).</li> </ul>	Monthly	60		
202	Coal Staithes 2: <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 11 general workers per shift</li> <li>• 5E-5G Conveyor belts area, floor around the conveyor belt including underneath the belt and structures including idlers, water Pipes and fire extinguisher and the walls).</li> <li>• 5E-5G Tail-end tension carriage pulley, coal staithes structure and roofs. Coal staithes transformer bundwall areas.</li> <li>• Cleaning of all coal conveyors 5E/6E-5G/6G transfer chutes including sumps areas(3 Sumps 2x3m each)</li> </ul>	Monthly	60		
300	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: CONVEYOR BELTS 6A TO 6G</b>	Unit	Qty	Rate (Rands)	Amount (Rands)
301	6A-6G Incline coal conveyor belts magnetic chutes area (7 drive houses): <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 3 general workers per day</li> <li>• including emptying of drums, all pulleys offloading chutes and structures.(Belts assemblies) underneath, Steel stairways, belt structures, Grated floor, idlers, and hand rails.</li> <li>• Coal bunker area, tripper car and chutes including cabins, hand rails, stairs and surrounding structures(unit 1 -6 A-G Belts).</li> <li>• Removal of coal Lumps, stones and bricks at 31ML Bunker damping area ( unit 1 -6 /A-G Belts)</li> </ul>	Monthly	60		
400	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: ASH PLANT AND MILLING</b>	Unit	Qty	Rate (Rands)	Amount (Rands)
401	Unit 1-6 Ash plant: <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 4 general workers daily (may require adhoc shift support)</li> </ul>	Monthly	60		

	<ul style="list-style-type: none"> <li>• floor area in front of all hoppers both rear and front. This includes walk ways to goods lifts including Ash plant 2ML-8ML including stairs and hand rails.</li> <li>• Unit 1-6 Ash pump area, basement, blidge pump, from ash pump discharge and ash crushers area</li> <li>• Unit 1- 6 pipe trenches, ash spillages &amp; oil leaks next to the road up to steinmuller bridge (along the road).</li> <li>• Unit 1-6 Section lines precips ash lines trenches including section line up to pipe trenches.</li> </ul>				
402	<p>Unit 1- 6 pipe milling plant:</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 8 general workers daily</li> <li>• mill rejects sluiceway, floor area,gearbox area including lube oil system,PA fans including platform aboveground/floor, FD fans lube oil system, motors including platform above the ground.</li> <li>• Unit 1-6 Mill internal cleaning, mill access door area including mill top (work at height) and raw coal mill inlet ducting from feeder area.</li> <li>• Unit 1-6 mill distribution dampers, dry dust/fly ash hoopers stairs to just below 15 ML.</li> </ul>	Monthly	60		
500	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: TRANSFER SILOS, PRECIPIATORS</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
501	<ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 3 general workers daily</li> <li>• Unit 1-6 Macwaber plant between precips hoppers convey lines, and all roads around ash &amp; dry dust.plant.Precipitator floors; areas between the precips and the blow pots;Steel stairwells, including control panels, Hand rails .Grated floors.</li> <li>• Unit 1-6 blow tanks from top/roof (work at height).to bottom and underneath blow tanks.</li> <li>• Unit 1-6 precips roof(work at height). ,DHP &amp; control room/mimic panel roofs including on the transfer silo, main silo's, main stores or any dust pile-up on roofs.</li> <li>• Control and mimic panels, Switch and control (orange/grey) boxes, Telephone cubicles, Fire extinguishers, Control room structures and supports.</li> <li>• Transfer Silo top/roofs (work at height).on dedusting fan blow tanks</li> </ul>	Month	60		

	<p>top &amp; bottom including buffer air receiver's area.</p> <ul style="list-style-type: none"> <li>• ID fans, motor platform including Steel stairwells and handrails. Grated floors.</li> <li>• Unit 1-6 Main silo roof or de-dusting fan area including stairs and handrails to main silo bottom, bathroom roof including 5D/6D coal conveyor roof (work at height).</li> <li>• Ash conditioners area including on motor support, gearbox &amp; coupling area stairs. Platforms and rails. main silo transformer bundwall area or any bundwall within work scope.</li> </ul>				
600	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: COMPRESSOR HOUSES</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
601	<p>Compressor houses (dry dust))</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker half-daily</li> <li>• air receivers, mobile diesel compressors (Inside &amp; outside) including stairs, handrails and oil or diesel spillages.</li> </ul>	Month	60		
602	<p>Compressor houses (control air))</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker half-daily</li> <li>• air receivers, mobile diesel compressors(inside &amp; outside)including stairs and handrails. Dry dust dust compressor Pressurising fans area including stairs and handrails</li> </ul>	Month	60		
700	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: CW PUMP HOUSE</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
701	<p>CW pumps house:</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker daily</li> <li>• Floors, sumps, water spillages and oil spillages including stairs and handrail (all inside on both north &amp; south pumphouse).Floor washing pumphouse, around CW pumphouses, valve pits stairs and handrails .CW pump transformer bundwall.</li> <li>• all round including screen areas. Around CW pumphouses, valve pits stairs and handrails Dust bins on both north &amp; south sides.</li> </ul>	Month	60		
800	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: COOLING WATER PLANT</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
802	<p>Lime plant,(north and south):</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker daily</li> </ul>	Month	60		

	<ul style="list-style-type: none"> <li>effluent sump/sludge, Tanks(Lime silo's) including, bandwalls.Floors and basements,CW clarify north and south Tanks including bandwalls.Floors and basements</li> </ul>				
900	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: WATER TREATMENT PLANT</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
901	Water treatment plant : <ul style="list-style-type: none"> <li><b>Resource requirement:</b> 1 general worker half-daily</li> <li>Floors,vessels,effluent sump, clarifier, (demin,portable,filtered) basement and all round(inside) including stairs and hand rail.</li> </ul>	Month	60		
902	Water treatment plant and pipetrenches (outside): <ul style="list-style-type: none"> <li><b>Resource requirement:</b> 1 general worker half-daily</li> <li>Tanks including cable trenches, pipe trenches, pits and bandwalls and coal lab and sand filters area including Demin water tanks.</li> </ul>	Month	60		
1000	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: RAW WATER PUMPHOUSE</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1001	<ul style="list-style-type: none"> <li><b>Resource requirement:</b> 1 general worker half-daily</li> <li>Service pumphouse,raw water pumphouse, matla pumphouse and pumphouses surrounding areas.</li> </ul>	Month	60		
1100	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: AUXILIARY PLANT</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1101	<ul style="list-style-type: none"> <li><b>Resource requirement:</b> 1 general worker half-daily</li> <li>OPS oil store, roof Floors, dip trays, Oil tanks and Oil spillage including topping-up of oil tanks and removing of oil drums to MMD oil storage area. This includes removal of oil drums all around the station to MMD oil storage area.</li> </ul>	Month	60		
1200	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: BULK LUBE OIL PUMP HOUSE</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1201	Bulk Lube oil plant: <ul style="list-style-type: none"> <li><b>Resource requirement:</b> 1 general worker daily</li> <li>Floors, inside pumphouse, offloading area, bandwalls (80m3/70m3 tanks), Electric motors sump pump area including waste skips around pumphouse, Oil spillage and draining of 1m3 tank behind pumphouse.</li> </ul>	Month	60		
1300	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: BULK FUEL OIL PLANT</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>

1301	(North fuel oil): <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker half-daily</li> <li>• Floors,inside pumphouse, offloading area, oil tanks &amp; pipes,bandwall, sump pump area including skips around pumphouse north Oil spillage &amp; Hand rails.</li> </ul>	Month	60		
1302	(South fuel oil): <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker half-daily</li> <li>• Floors,inside pumphouse, offloading area, oil tanks &amp; pipes,bandwall, sump pump area including skips around pumphouse (south) Oil spillage &amp; Hand rails.</li> </ul>	Month	60		
1400	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: AWS PUMP HOUSE</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1401	(AWS): <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 1 general worker daily</li> <li>• Floors in the pumphouse including the basement and area around the pumphouse.</li> </ul>	Month	60		
1500	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: SWITCHGEAR ROOMS</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1501	<ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 4 general workers daily</li> <li>• Cleaning of all station switchgear rooms or restricted areas.</li> </ul>	Month	60		
1600	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: OVERLAND COVEYOR AND ASH LINE</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1601	Ash line: <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 5 general workers daily</li> <li>• Unit 1-6 main ash line from steinmuller bridge to south gate.</li> <li>• Unit 1-6 Main ash line from south gate to mine coal conveyor belts, broken bridge, coal stock yard, roshcon bridge, crossover valves , ash dam 3 or slurry plant.</li> </ul>	Month	60		
1602	Overland conveyors: <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 10 general workers daily</li> <li>• Cleaning on 18A and 18 B Overland conveyer belts structure / idlers, Main silo basement including floor, idlers, pulleys, main silo sump pump area to security fence (spike roller).</li> <li>• 18A and 18 B Overland conveyer belts structure / idlers from security fence (spike roller) to drive house and head pulley area.</li> <li>• 18A and 18 B Overland conveyer belts structure on drive house area</li> </ul>	Month	60		

	including pulleys, slurry plant, floor area and idlers.				
1700	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: MAIN STORES</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1701	<ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 4 general workers daily</li> <li>• Main stores yard, including Van Der Merwe storage the area, Dust bins/skips and Floors.Vacuuming of water.sludge.</li> </ul>	Month	60		
1800	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: OUTSIDE PLANT</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1801	<p>Housekeeping in and outside the station all round:</p> <ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> 4 general workers daily</li> <li>• Roads and floors cleaning/sweeping using brooms/sweepers inside plant,areas between precips plant unit 1-6.</li> <li>• Road &amp; parking from main entrance gate, WTP, administrations block up to Soweto/secunda building.</li> <li>• Cleaning Road &amp; parking from unit 1 – unit 6 (tuck shop/west /turbine side), ERI parking, Outages, transformer yard, south CW, OPS training up to steinmuller bridge.</li> <li>• Road &amp; parking from 6A incline conveyor (east side), around procurement building, MMD workshop, MMD offices, transport, mills, main stores etc. up to steinmuller bridge.</li> <li>• All parking areas outside the station including, All tarred roads and Outside parking including Kriel surroundings, Kwanala, sports field upto the entrance stop sign at vaalpan road(Terred,paved or cemented).</li> <li>• All mobile dustbins (wheely bins), Concrete bins including sorting out of all waste skips around the station including kwanala &amp; Kwanala grounds papers/plastics.(waste) from the station entrance stop sign.</li> <li>• Cleaning of storage areas,mill balls, pumpshop, mobile cranes,transport vehicle parking area,civil area.</li> <li>• Horticulture yard, old siemens yard area and surroundings.</li> <li>• Cleaning &amp; vacuuming on station transformers fillets, cleaning transformer bund wall around the station.coal stock yard, or Maturation,</li> </ul>	Monthly	60		

	Ash dams, Swartpan and Coal Stock Yard. Permit To Work were necessary.				
1900	<b>CLEANING SERVICES AS PER WORKS INFORMATION AREAS: SPILLAGES</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
1901	<ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> adhoc general worker support from other areas</li> <li>• (SO3)North and south sulphur spillages around offloading area, storage tank, sorting out of sulphur drums.</li> </ul>	Month	60		
1902	<ul style="list-style-type: none"> <li>• <b>Resource requirement:</b> adhoc general worker support from other areas</li> <li>• Vacuuming / Cleaning of ash spillages on the Vaalpan plant inlet tunnel as per monthly PM.Housekeeping on vaalpan plant area. Vaalpan oil separator/skimmer compartments and channels</li> </ul>	Month	60		
<b>SUB TOTAL</b>					
<b>2000</b>	<b>MACHINERY (Wet rate)</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	
2001	2 X Bobcats S450 skid-steer with tubeless tyres. (24 hours coverage)	Monthly	60		
2002	1 X Diesel vacuum truck (10m3)- (24 hours coverage)	Monthly	60		
2003	2 X Coscor tenants S20 Road Sweepers. (Day shift including weekends & holidays).	Monthly	60		
<b>SUB TOTAL</b>					

2100	<p><b>“AS AND WHEN REQUIRED MACHINERY”.</b></p> <p>The price on machinery should include Operators, spotters or assistants, breakdown, maintenance and diesel (wet rate) or any costs related to the running of the machinery. All machinery will be used daily including nights and weekend or holidays. Machinery, Operators, and related consumables should be available 24hours seven days a week. (N:B, All vacuuming and HP cleaning scope on as and when required will be done with vacuum truck and HP machine under item 302 &amp; 304).</p>				
	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rands)</b>	<b>Amount (Rands)</b>
2101	Additional Bobcats S450 skid-steer with tubeless tyres.	Daily (24 hours)	300		

2102	Internal vacuuming and cleaning of bulk fuel oil tanks as per attached scope of work Unique Identifier:240-109647530(work at height and on confined space). The costs should include transportation & disposal of waste. Disposal certificate should be submitted to the Contract Manager.	Per Tank	20		
2103	Hire of 2 X Jack Hammers and cleaning execution of any plant area affected by hard as required including slurry sump.	Daily (24 hours)	200		
<b>TOTAL Tender Rand Value (excluding VAT &amp; CPA)</b>					

### 3.1.2 OUTAGE SCOPE OF WORK “(As and when required basis)”

100	PRELIMINARY & GENERAL	Unit	Quantity	Total
101	Outage Mobilisation	Per Outage	15	
102	Health & Safety File Medicals	Per Outage	15	
103	PPE	Per Outage	15	
104	Employees Police Clearance	Sum	15	
105	Transport (for all employees)	Daily	5920	
106	Consumables	Per Outage	15	
	<b>Sub- Total</b>			
-				
200	NORMAL TIME	Unit	Quantity	Total
201	Supervisors	Hours	37760	
202	Safety officer	Hours	9440	
203	Quality Control Officer	Hours	9440	
204	Planner	Hours	9440	
205	General Workers	Hours	377600	
	<b>Sub- Total</b>			
300	WEEKDAYS AND SATURDAYS OVERTIME			
301	Supervisor	Hours	14160	
302	Site Manager	Hours	3540	
303	Safety officer	Hours	3540	
304	Quality Control Officer	Hours	3540	
305	General Workers	Hours	141600	
	<b>Sub- Total</b>			

<b>400</b>	<b>SUNDAYS AND PUBLIC HOLIDAYS OVERTIME</b>			
401	Supervisor	Hours	6592	
402	Site Manager	Hours	1648	
403	Safety officer	Hours	1648	
404	Quality Control Officer	Hours	1648	
405	General Workers	Hours	65920	
	<b>Sub- Total</b>			
	<b>TOTAL-OUTAGE Excl. Vat</b>			

**NOTE: Pricing for scope of work.**

NB: The pricing should make provision or also cater for the following additional payments by the contractor to their employees, or machinery. NO additional payments will be claimed from Eskom:

- Accredited industrial cleaning association, COIDA and department labour minimum wage/hourly rate or above for the contract duration.
- Overtime or additional payments for supervisors on cover cycle for any form of leave. (Appointed shift supervisor should work on cover if one is not available.)
- At least a minimum shift allowance or above minimum as pre-scribed by department of labour for shift workers.

**Operating Cleaning Personnel / Workers Hourly rates**

The Eskom contractor manager will need the following information in case where additional resources are required (manpower) for execution of a scope.

**Job Title Description**

- Skilled worker- Refers to operators, assistant and drivers.
- Semi-skilled- Refer to general cleaners.

**SUPERVISORS, SKILLED AND SEMI-SKILLED HOURLY RATES****Normal Hourly rates**

Supervisor (hourly rate) =

General Worker (hourly rate) =

**Weekdays and Saturday hourly rates**

Supervisor (hourly rate) =

General Workers (hourly rate) =

**Sundays and public holidays hourly rates**

Supervisor (hourly rate) =

General Worker (hourly rate) =

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PART 3: SCOPE OF WORK

Document reference	
C3.1	This cover page <i>Employer's Service Information</i>

## C3.1: EMPLOYER'S SERVICE INFORMATION

### WORKS INFORMATION

#### SECTION 1 - GENERAL INFORMATION

##### Site Inspection and Discussions

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

##### Supervision

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

The *contractor* is required to submit a staff structure indicating management and supervisory levels. The *Employer Service Manager* must approve any change to staff structure and after such approval; the *contractor* shall submit an update the staff structure to the *Service Manager*.

In order to gain access to clean restricted areas, all *contractor's* supervisors shall be authorized in terms of Eskom Plant Safety Regulation, and Operating Regulation for High Voltage System. Such person shall have an experience background enabling him to appreciate the dangers attached to electrical equipment; mechanical plant; measurement and control systems to the satisfaction of Eskom. The Eskom courses and testing required for authorisation will be free of charge. All other costs associated with authorisation will be to the cost of the *contractor*.

##### Meetings and inspections

- **Contract manager and Contractor Monthly Meetings**

Eskom contract manager and contract management to hold at least one monthly meeting to discuss contract progress, challenges or any matter relating to the contract.

The meeting should at least have the following member as a minimum to form a quorum:

- Eskom contract manager or Supervising manager.
- Contractor Site Manager or Director.
- Supervisor.
- Safety Officer.
- Safety Representation.

Inspections of the areas to be cleaned shall be carried out every week by both contractor senior staff and Eskom representatives. Should there be problems identified during such inspections, actions shall be taken to ensure rectification of those deviations.

## SECTION 2 - GENERAL SCOPE OF WORK

### 1. Description of the services

#### 3.1 GENERAL SCOPE OF WORK (Daily Cleaning)

This description is for the cleaning, planning, site establishment, supervision and provision of industrial cleaning of the following areas for a period of sixty (60) months on twenty-four (24) hours coverage. Contractor must be able to supply sufficient work force for seven days a week including weekends and holidays.

#### DESCRIPTION OF THE *SERVICES* (SCOPE OF WORK)

**THIS ENQUIRY IS FOR THE CLEANING, PLANNING, SITE ESTABLISHMENT, SUPERVISION AND PROVISION OF INDUSTRIAL CLEANING OF THE FOLLOWING AREAS:**

- COAL STAITHES 1 & 2 INCLUDING 5A-5G CONVEYOR BELTS AND ASSOCIATED ASSEMBLIES.
- 6A-6G INCLINE CONVEYOR BELTS INCLUDING INCLINE CONVEYOR MAGNETIC CHUTE AREA.
- 6A-6G COAL BUNKERS AREA & CABINS
- UNIT 1-6 , 31ML COAL LUMPS CHUTE/DUMPING AREA
- UNIT 1-6 ASH PLANT AREA
- UNIT 1-6 MILLING PLANT BASEMENT AREA INCLUDING MILL REJECTS & SLUICE WAYS.
- UNIT 1-6 MILL INTERNALS
- ASH PUMP BASEMENT AREA INCLUDING ASH LINES PIPE TRENCHES AND SECTION LINES.
- UNIT 1-6 PRECIPITATORS, CONVEY LINES & BLOW POTS INCLUDING CLEARING OF DUST HANG UPS INSIDE THE PRECIPS (MACWABER PLANT).
- ROADS/ FLOOR CLEANING OF AREAS BETWEEN PRECIPS & BLOW TANKS, BETWEEN PRECIPS ASH PLANT AND THE MILLS USING A ROAD SWEEPER MACHINE.
- UNIT 1-6 TRANSFER SILO AREA & BLOW TANKS.
- MAIN SILO TOP ASH AND ASH CONDITIONING AREA.
- C W PUMP HOUSE (NORTH & SOUTH) INCLUDING SUMPS, VALVE PITS.
- COOLING TOWER SCREENS AREA.
- COMPRESSOR HOUSE (BOTH DUST HANDLING & CONTROL AIR).
- ALL ROADS AND TRANSFORMER YARDS.
- ASH WATER SUPPLY PUMP HOUSE
- FUEL OIL PUMP HOUSE (NORTH & SOUTH).

- SO<sub>3</sub> ROOMS AND THE OFFLOADING AREA (TWO).
- LUBE OIL STORES INCLUDING THE TOPPING UP OF OIL DRUMS.
- BULK LUBE OIL PLANT
- ALL PARKING AREAS AND ROADS (TARRED, PAVED OR CEMENTED) INCLUDING KWANALA AND UP TO THE END OF THE SPORTS GROUNDS.
- REMOVAL OF OIL DRUMS TO MMD OIL STORAGE AREA
- UNIT 1-6 MILL DISTRIBUTION DAMPERS.
- ALL STATION SWITCHGEAR ROOMS
- MAIN STORES AND SURROUNDING (INCLUDING VAN DER MERWE YARD).
- HORTICULTURE YARD, OLD SIEMENS YARD AND SURROUNDINGS.
- ALL MOBILE BINS, CONCRETE BINS INCLUDING SORTING OUT OF ALL WASTE SKIPS AROUND THE STATION INCLUDING KWANALA.
- Vacuuming out of resin FROM the units CPP VESSELS (STATION) and offloading at WTP vessels INCLUDE CLEANING of vacuum truck tanker.
- Vacuum cleaning of water plant clarifiers, clarifier sumps, clarifier pipe trenched, north and south clarifiers.
- Vacuum Cleaning of water treatment and sewage plant Effluent sumps.
- Cleaning of vaalpan oil skimmer/separator plant.
- Vacuum cleaning and HP cleaning of vaalpan inlet tunnels, (silt trap) oil skimmer/separator compartments and channels.
- WATER TREATMENT PLANT AREAS, AROUND VESSELS, EFFLUENT SUMPS, TANKS, CLARIFIER (DEMIN, PORTABLE, FILTERED) BASEMENT AND SURROUNDING (INSIDE & OUTSIDE).
- SERVICE PUMPHOUSE, RAW WATER PUMPHOUSE, MATLA PUMPHOUSE AND SURROUNDING AREA.
- LIME PLANT (NORTH & SOUTH), EFFLUENT SUMPS, SLUDGE, TANKS, CW CLARIFIER BASEMENT AND ALL SURROUNDING.
- Cleaning of ash along the six ash lines from the station (Steinmuller bridge) all the way to the ash dams, ash along overland conveyors (18A/B) from the station (main silo basement) to ash dams/head pulley (slurry plant), including the overland conveyor belt drive house, slurry sump (vacuuming) and AWR sumps, ash on main silo complex ground floor and basement areas, cleaning on filter drains outlets from debris, ash conveying plant and equipment in accordance with OEM manual and ash dam facility at Kriel Power Station.

**NOTE: CLEANING ON COAL AND ASH PLANT AREAS SHALL BE CLEANED STRICTLY ON 24 HOURS BASIS.** The areas include but are not limited to coal staithes/ belts, incline conveyer belts, coal bunkers, milling plant, mill rejects sluiceways, coarse ash plant areas, fly ash/dry dust plant including main silos.

The contractor may at any time be Instructed to perform cleaning activities on any areas within Kriel Power station boundaries at no additional costs to Eskom, the same resources must be utilized for additional scope within Kriel Power station boundaries from coal stock yard, Vaalpan dam or ash dams to outside plant and inside (boiler & turbine) plant areas or any area requested by the employer (Eskom). Below scope of work is a guideline for the scope which will be revised at any time as the need or demand of the station arise.

### **Cleaning on Switchgear rooms or Restricted areas**

Category 2 Personnel Protective Equipment clothing should be worn when cleaning on switchgear rooms. Supervisors should be authorized in terms of Operating Regulation for High Voltage System for access into switchgear rooms and on Plant safety Regulation.

**Note: Eskom will provide arc flash clothing PPE for personnel working in restricted areas.**

### **Work at Height Scope of Work**

- ALL WORK ON ELEVATED AREAS SHOULD BE DONE BY TRAINED AND COMPETENT PERSONNEL WITH APPROVED CERTIFICATION E.G. (CERTIFIED BY INSTITUTE FOR WORKING AT HEIGHTS). SAFE WORKING PLATFORM OR SCAFFOLDING MAY BE ERECTED FOR SUCH ACTIVITIES AND THE PLATFORMS SHOULD BE APPROVED WITH GREEN TAG FOR SAFE USE. CONTRACTOR SHOULD COMPLY TO ESKOM LIFESAVING RULES FOR WORKING AT HEIGHT WHICH IS "HOOK-UP AT HEIGHT". Contractor should provide competent personnel for working at height whenever the service is needed. Contractor will perform work at height for all plant areas on outside plant and units.

**Contractor and employees should ensure compliance to Eskom lifesaving rules at all time**

#### **Eskom lifesaving rules**

1. **Open, Isolate, Test, Earth, bond and/ or insulate before touch.**
2. **Hook-up at height**
3. **Buckle up.**
4. **Be Sober**
5. **Ensure you have a Permit to Work.**
6. **Ensure safe live working.**

**The contractor should always be in possession of oil spill kit when cleaning oil tanks or cleaning minor and major oil spillages containing the following as a minimum:**

#### **-Absorbent materials**

Oil booms, Pads, Socks, Booms, Pillow/Cushions, Loose absorbents/granules.

#### **-Containment and clean-up tools**

Spark proof shovel and broom (plastic materials), Drain covers/plugs.

#### **-Disposal Supplies**

Heavy duty disposal bags and ties

### 3.1.2 Pricing for scope of work including "As and when required"

NB: The pricing should make provision or also cater for the following additional payments by the contractor to all their employees, or machinery. NO additional payments will be claimed from Eskom:

- Department labour minimum wage/hourly rate or above for the contract duration.
- Once-off annual bonuses (13<sup>th</sup> Cheque) for all employees for the contract duration.
- Overtime or additional payments for supervisors on cover cycle or any employee any on leave, maternity, etc. (Shift supervisor should work on cover if one is not available.)
- At least a minimum shift allowance or above minimum as pre-scribed by department of labour for shift workers and any other legal benefits e.g UIF, COIDA, Provident Fund etc.
- Any contractors annual functions or year-end function if need be (Contractor's discretion).
- Weekend, Sundays & holidays pay rate for shift workers or any employee were applicable.

- **Floor washing, scrubbing and sweeping equipment**

In house floors where accessible to be swept and scrubbed with mobile floor sweepers and scrubbers, inaccessible areas must be cleaned manually with manual tools and the dirt from these areas to be swept into the sweepers pathway and be removed immediately. **No pilling-up of coal rejects or ash on turbine/ boiler wall or next to cables is allowed.**

- **Basement floors washers.**

Given the amount of dirt that settles on these floors, Basement floors at 0ml may be water washed specially on the ash plant area, using water hoses and industrial floor washing machines. Floor washing should be avoided were possible and care should be taken to ensure that dirt (ash, oil, etc.) should never enter station drains as this will contaminate vaalpan dam. Water hoses may only be connected to water points provided for floor washing. The cleaning contractor is responsible for the provision of the hoses and the contractor may bring their own water storage tanks/containers like Jojo tanks for easy connections and accessibility if or where necessary.

**NB. NO FIRE HYDRANT WATER TO BE USED FOR PLANT CLEANING UNLESS PERMISSION IS GRANTED IN WRITING BY FIRE DEPARTMENT/OFFICER.**

It is the responsibility of the contractor to furnishing of all materials, equipment, labour and services for the planning and design of industrial cleaning of the above-mentioned areas for Kriel Power Station.

### **ADDITIONAL REQUIREMENTS**

The supplier must meet the following additional requirements:

The supplier must own the plant / equipment required for the execution of this scope and/or must have a valid lease agreement from the leaser for the duration of the contract NB. Lease agreement must also state the availability of all equipment to be rented. All equipment must be on site readily available before the contract start date and they must be kept on site (at Kriel Power Station) for the duration of the contract. All the equipment used must be maintained in good working order and must conform to statutory requirements.

Contractor must be able to supply sufficient work force, for seven days a week including weekends and holidays.

NB. The Services Manager may request additional work force depending on the need. Number of Supervisor's on site will be determined by the number of people on site as per safety requirements.

- Mobile heavy duty vacuum plant for vacuum cleaning, clearing of coal and ash spillage, emergency removal of fly ash from fabric filter plant emptying of sumps/drains, cleaning of pipe trenches, draining water where needed, etc. Unblocking pipelines and drains, cleaning hard settled ash, and station drains etc.
- The contractor must have formal appointments as per SHEQ profile including a Quality Controller (QC).
- Contractor must comply with all Regulations applicable to Eskom i.e Fossil Fuel Firing Regulation (FFFR), Operating Regulation for High Voltage System (ORHVS) and Plant Safety Regulations (PSR), to supervise work and for access into all restricted areas contractor must have an authorised Responsible Person (RP) and Authorised Supervisor. Team leaders should be authorised in terms of PSR.
- Contractor must supply material for cleaning including solvent, detergents and degreasers (Suitable for normal and Fuel Oil).
- Contractor to supply portable lights and additional tools to carry out tasks e.g torches, portable lights, DC lights, extensions, slings, harnesses etc .
- Contractor to ensure that all cleaning tools are maintained in good in always working condition e.g PPE, shovels, brooms, feather dusters, Bins, Wheelbarrows, etc... and register of issuing & return must be updated at all time, good housekeeping in the storage area where all tools are kept must be maintained. Arc flash clothing will be provided by Eskom to team leaders for cleaning in switchgear rooms or were necessary.
- Contractor's overalls must be branded with company logo for easy identification.
- Contractor must provide proper PPE for work done on more dusty areas (Respirators & disposable overalls), wet areas (rain suites and gumboots) and hot areas (TST heat resistance suites and boots).
- A fee determined by Finance Department will be charged on the contractor for every contractor's employee lost gate pass permit.
- All equipment's, machinery and tools required carry out all the duties stipulated in the works information must always be available and be kept on site for easy access when needed.
- All equipment brought to site must be registered with Security and nobody is authorised to issue a removal permit for any equipment that has to leave site only the Services Manager or a person delegated by the Services Manager in his/her absence can issue such permit.
- The cleaning contractor must take note that Kriel Power Station has a duty to achieve or sustain position one on housekeeping challenge, thus the reliance will be on the contractor for Kriel Power Station to achieve this.
- The cleaning staff shall at all times be presentable and conduct themselves in accordance with Kriel Power Station accepted practices and comply with all Eskom's Life Saving Rules.
- The contractor must be able to handle and specialise in cleaning oil, ash and coal spillages and they must be registered to transport waste material.

**The contractor should always be in possession of oil spill kit when cleaning oil tanks or cleaning minor and major oil spillages containing the following as a minimum:**

**-Absorbent materials**

Oil booms, Pads, Socks, Booms, Pillow/Cushions, Loose absorbents/granules.

**-Required Personal Protective Equipment's**

<b>(a)</b>	Protective gloves
<b>(b)</b>	Protective overalls
<b>(c)</b>	Safety boots
<b>(d)</b>	Safety goggles/eyewear
<b>(e)</b>	Gum boots
<b>(f)</b>	Rain coats
<b>(g)</b>	Disposable overhauls
<b>(h)</b>	Reflectors
<b>(i)</b>	Safety harness
<b>(j)</b>	Arc flash clothing
<b>(k)</b>	Dust Mask
<b>(l)</b>	Ear plugs
<b>(m)</b>	Hard hats

**Contractor to supply the following equipment's to perform the aforementioned works:**

NB: ALL THESE EQUIPMENTS ARE COMPULSORY.

All required equipment shall always be kept on site and must be available 24/7 for the duration of the contract. In case of breakdowns Services Manager must be informed and replacement of such equipment must be arranged by the contractor if the equipment is going to be out of service for a prolonged period. In case of regular/scheduled service and maintenance, contractor must submit a service/maintenance schedule to the Services Manager in time for proper planning of activities. Failure to do so, this may lead to penalties being applied as per the NEC contract. Contractors should be aware that there are no restrictions in terms of quantity of equipment to be supplied.

**N: B: Service Manager may at any time request the contractor to provide service using any equipment listed below at any section of the plant within boundaries of Kriel Power Station at no extra costs provided the request doesn't incur additional costs to the contractor.**

Description	Quantity
Diesel Vacuum Truck (10m <sup>3</sup> )	1
Bobcat	2
S20 Coscor tenant Road Sweeper	2

The Contractor should take note that Kriel Power Station will not be supplying the below stated equipment, however cleanliness cannot be possible without the following:

Heat Resistance vacuum pipes	Floor washing hoses
Brooms and feather dusters	Confined space lights or troches
Floor washing pipes	Safety harnesses
Soap bh38, liquid soap	Air hoses
Wheelbarrows / Wheel trolley	Disposable overalls
Shovels	Rubber squeezer
Personal Protective Equipment including Overalls displaying Company name	
Hard hats to be as per Eskom Safety Specification	

### 1.3 The site establishment, implementing, optimising and carrying out of the following:

- Industrial cleaning of the above-mentioned areas at Kriel Power Station
- Spillage handling of the above-mentioned areas at Kriel Power Station
- Vacuuming of the plant by using appropriate accessories e.g heat resistance pipes were hot ash or pf needs to be vacuumed. The contractor is expected to provide correct equipment and accessories for specific tasks.
- The *contractor* will be responsible for the planning and design of the cleaning activities and the supply and delivery to site of all cleaning equipment, materials and services needed during the cleaning.
- The *contractor* shall supply their own offices, appropriate storage facilities for cleaning equipment and chemicals. Eskom will provide the power supply.
- Site establishment containers to make provision for safe conditions and sufficient room for contractor meetings.
- It is expected that the contractor make provision for safe transport of workers to and from work (price list item)
- Eskom Induction to be done by all contractor employees who will be visiting Kriel site

- Make provision for own protective clothing/equipment relevant to the work that will be performed
  - Provide all the MSDS's for handling the chemicals
- 1.4 Except where otherwise expressly provided here in, the *contractor* shall supply labour, supervision, tools and equipment.
- 1.5 The industrial cleaning *contractor* must perform all works to Kriel Power Station specification within the terms of contract and in accordance with the general site requirements regarding controlled access, storage of materials, safe working practices. All equipment used for cleaning purposes shall be maintained in good order and conform to statutory requirements. Cleaning staff shall at all times be presentable and conduct themselves in accordance with Kriel Power Station accepted practices.

The industrial cleaning *contractor* must co-operate with Eskom's other contractors on site and immediately report any potential matters of conflict for resolution by the *Employer Service Manager* whose decision will be final.

Kriel Power Station has a duty to achieve or sustain a 5-star NOSA rating of which housekeeping plays a major role, thus the need for this contract. The objective of the industrial cleaning contract is to achieve and maintain clean and safe plant. The activities indicated in the unit cleaning scope are an employer's estimate of activities and time intervals needed to achieve clean plant. It remains the responsibility of the *contractor* to ensure that these estimates are sufficient and to adjust these estimates whenever necessary and ensure clean plant.

## 2. Amendment of scope of work or schedule

Eskom may at any time amend or alter the scope or extend the service and the *contractor* shall be obliged to execute such amendments on instruction as per NEC contract management.

Should such variation or amendment result in the *contractor* incurring additional cost, Eskom shall be obliged to compensate the *contractor* for the reasonable cost thereof. Should such a variation or amendment have the effect of a cost saving to the *contractor*, then the *contractor* shall be obliged to pass a reasonable part of these costs on to Eskom.

Should such modification or variation occur, then the modification must be confirmed in writing by Eskom, and the proposed contract be amended accordingly before payment will be effected.

## 3. Industrial cleaning philosophy

Industrial cleaning contractor should utilize mechanical cleaning methods only.

In those areas where mechanized cleaning is not possible or the installed plant and machinery does not allow for these, manual cleaning methods are to be applied. There is a station drive to reduce the consumption of water. In a case when the equipment of the supplier is defective or out of service for whatever reasons, the supplier will be expected to fix the equipment if possible or alternatively provide another within twenty-four hours.

The contractor should be able to submit a clear cleaning method statement. The method statement should also include the following in detail:

- The number of the people allocated to various plants
- Frequency of cleaning for each area of the plant.

- Industrial cleaning equipment that will be utilised for the areas including portable industrial vacuum plant.
- Quality control plan
- Strategy for the cleaning of recurring water, dust, coal, ash and PF leaks.

Restricted areas, because of the dangers associated and regulatory requirements, will be cleaned under supervision of authorised persons only

Due to the following challenges, excessive PF leaks; dry dust leaks; water leaks; coal bunker leaks; ash and coal spillages, the contractor should ensure that such areas are cleaned on regular basis.

#### 4. Plant and equipment philosophy

Notwithstanding the following philosophies, the *contractor* is encouraged to propose improved methods over and above the indicated equipment philosophies.

Cleaning plant and equipment must be highly reliable, robust, self-sustaining and not be dependent on prolonged recharging of its power resources. As a part of this philosophy the following types of equipment will be taken into consideration.

- 6600 power sweepers – 41kw
- 6400 small rider sweeper – 19kw
- 3640 power sweeper – 4.48kw
- Road seeping machine

Contractors should be aware that there are no restrictions in terms of quantity of equipment to be supplied.

#### 5. Resource requirements

All resource requirements will remain flexible to increase or decrease during the contract period with corresponding rate changes.

The resources shall be controlled by Eskom Operating Support Managers and Operating Support Contract Supervisors.

#### 6. Working hours

Cleaning activities on identified plants must be for twenty four hours a day on specified areas highlighted by the Contract Manager, however emergency work or callout must be attended on twenty-four hours basis across all the scope. Contractor should provide cleaning services for shift (day and night).

##### Shift Workers

07:00-19:00 (12 hours shift, Seven days a week, twenty-four hours a day)

19:00-07:00 (12 hours shift, Seven days a week, twenty-four hours a day)

One hour lunch break will be arranged accordingly.

##### Normal day workers (Monday –Friday)

07:00-16:15 (Monday to Thursday)

12:00-13:00(Lunch Break)

07:00-12:15 (Friday)

07:00-15:00 Weekends/Holidays

No overtime or public holidays claims shall be made by the *contractor* or paid by Eskom.

**N:B, Provision should be made in the schedule of prices for work on twenty four hours basis and for the thirty shift workers including the supervisors. This should cover allowances like shift allowance etc. There will be no compensation or overtime claim of this service.**

Provision for standby allowance should be made for employees who will be available on daily basis after hours in case of spillages and clearing of hang ups inside the precipis on instruction of the *Services Manager*. The overtime incurred thereof will be paid by the provisional sum provided in the price list.

No overtime claims shall be made by the *contractor* or paid by Eskom whatsoever without prior approval *of such overtime by Eskom*.

## SECTION 3 SPECIFIC SCOPE OF WORK

### Description of the services

The following information and tables only indicate an *Employers* estimate of the cleaning activities and time intervals to be carried out on the different types and areas of plant. It remains the *Contractor's* responsibility to assure that the content of the tables is complete. Omission of any plant, material or structure from the table will not exclude the *Contractor* from the *Contractors* responsibility to assure these plant, materials or structures to be cleaned as a part of the contract. **N;B, The cleaning frequency may change from time to time at no additional costs to Eskom or contractor.**

### MINIMUM INDUSTRIAL CLEANING SCOPE AND NEEDS

Lime Plant, SO3 Rooms, Off-loading area (North & South)
Transfer Silos & Blow Tanks (Unit 1-6)
Coal Staithes 1 & 2
Main Silo Ash Conditioning Plant Hp Clean
Bulk Lube Oil Plant
Cooling Tower Screens Areas
Incline Conveyor (Unit 1-6) including magnetic chutes area
Coal Bunkers & Cabins
Precips (Unit 1-6) (incl cleaning of dust hang ups inside the precips)
Mills internal cleaning
Mill basement & Ash Plant (Unit 1-6)
Mill rejects & sluice ways (Unit 1-6) and Ash Plant floor washing
Compressor Houses
CW Pump House including Sumps (North & South)
Water Treatment Plant (only sides)
Roads and Transformer Yards
Roads and Floor cleaning using Road Sweeping Machine:
- Precips & blow tanks
- Precips & Ash Plant & Mills
Ash Water Supply Pump House
Fuel Oil Pump House (North & South)
Lube oil stores including the topping up of oil drums and the removal of oil drums to MMD oil storage area
Removal of oil drums to MMD oil storage area
Ash Lines pipe trenches (unit 1– 6) including section lines
All Parking areas and Roads, including Kriel surroundings and Kwanala up to end of the sports field (Tarred, paved or Cemented)
Vaalpan, Maturation, Swartpan and Coal Stock Yard (when required)

Equipment to be Cleaned	Methods Frequency	Frequency	Remarks
<b>Light fittings</b>	Dust and damp clean	1 x weekly	
<b>Pumps</b>	Water wash and remove oil and Grease, alternatively sweep and Damp clean	1 x daily	Take care when Cleaning Moving/rotating Plant
<b>Gearboxes</b>	Sweep, remove oil and grease and Damp clean, splash water is allowed. Avoid direct water jets	1 x daily	Take care when Cleaning Moving/rotating
<b>Gauges</b>	Water wash and remove oil and Grease alternatively sweep and damp clean	1 x daily	Water wash and remove oil and
<b>Valves</b>	Water wash and remove oil and Grease, alternatively sweep and Damp clean	1 x daily	Take care when Cleaning Moving/not on the rotating Plant
<b>Drains</b>	Vacuum clean, pick up all rubbish, Rubble, discard spares and clean	1 x daily	
<b>Oil tanks</b>	Sweep, remove oil and grease and Damp clean	1 daily	No water or Detergent to Enter the tank
<b>Fire extinguishers, Hydrants and hose Reels</b>	Dust and damp clean	1 x daily	
<b>Dust bins</b>	Empty into local rubbish container And clean	Daily	
<b>Concrete elevated Floors</b>	Vacuum floor sweeping with Occasional water wash and sweep. Where floor sweepers cannot Access, water wash and sweep	Daily	
<b>Basement floor</b>	Vacuum floor sweeping Occasional water wash and sweep where floor sweepers cannot access, water wash and sweep	Daily	

<b>Grated floors</b>	Dust, and pick up all rubbish, Rubble and discards	Daily	
<b>Pedestals</b>	Water wash and scrub Alternatively dust, scrub and clean	1 daily	
<b>Ash water return pump house</b>	As need be vacuum suck and empty. Keep different substances separate and dispose of according to requirements associated with water wash sump	Daily Inspection	
<b>Pipe racks</b>	Water wash and vacuum clean	Monthly	
<b>Concrete trenches</b>	Sweep and vacuum clean wherever Possible, alternatively dig out, HP clean, Sweep, dust and remove rubbish	Monthly	
<b>Trench grating</b>	Pick up all rubbish, rubble, discard spares and clean	2 x weekly	
<b>Structures</b>	Sweep and clean	1 x daily	Wear safety belts where required
<b>Structure and roof</b>	Rubbish, rubble discards and clean		Outages
<b>Gutters</b>	All buildings around the station	4 x yearly	Wear safety belts where required
<b>Walls</b>	Water wash and scrub, Alternatively sweep, dust, damp Clean and scrub, doors in the plant	1 x daily	
<b>Concrete stairwells</b>	Sweep and scrub	Daily	
<b>Steel stairwells</b>	Dust, sweep and pick up all rubbish, Rubble and discards	1 x daily	
<b>Hand rails</b>	Dust and damp clean	1 x daily	
<b>Tank</b>	Dust, sweep and pick up all rubbish, Rubble and discards, clean oil when necessary	1 x daily	Cleaning plant
			Under high pressure and high temperature

<b>COAL PLANT (Per shift or 24 hours coverage)</b>			
<b>Coal Staithes 1 &amp; 2</b>			
<b>EQUIPMENT TO BE CLEANED</b>	<b>METHODS</b>	<b>FREQUENCY</b>	<b>REMARKS</b>
Conveyor belts	Sweep and wash using water hose pipe	Per shift	
Floors	Floor sweeping Floor washing with water hose pipe scraps and paper removal	Per shift	
Coal spillage	Sweep Wash using water hose pipe	Per shift	
Pipes (fire extinguisher)	Dust Water sprinkle	Daily	
Sumps	As need be vacuum suck empty, Keep different substances Separate and dispose of According to requirements	Daily inspection	

<b>INCLINE CONVEYOR BELTS 6A TO 6G (Per shift or 24 hours coverage)</b>			
<b>Drive House</b>			
<b>EQUIPMENT TO BE CLEANED</b>	<b>METHODS</b>	<b>FREQUENCY</b>	<b>REMARKS</b>
Steel stairwells	Dust, sweep and pick up all rubbish Rubble discards	Per shift	
Hand rails	Dust and damp clean	Daily	
Grated floors	Dust and pick up all rubbish and Discards	Daily	
Bunker damping area	Remove stones Sweep floors	Per shift	
Coal spillages	Sweep wash using brooms Water hose pipe	Per shift	
Hand rails	Dust and damp clean	Daily	
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards		
Oil Tanks	Dust using vacuum cleaner or feather dusters	Daily	
Oil spillage	Remove with dryzit Clean using de-bone solution(oil cleaning solution)	Daily	
Coal spillage	Sweep wash using water Hose pipe- 5 belts	Per shift	

<b>ASH PLANT (Per shift or 24 hours coverage)</b>			
<b>DRY DUST PLANT</b>	<b>MAIN SILOS</b>		
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Control and mimic panels	Dust, spot clean and dry polish. No water allowed	Per shift	
Switch and control boxes	Dust and damp clean, no free water	Per shift	
Telephone cubicles	Dust, damp clean and disinfect	Daily	

Fire extinguishers	Dust and clean	Daily	
Dust bins	Empty into local rubbish container and clean	Daily	
Control room structures and supports	Sweep and damp clean	2X week	
Control room walls	Sweep, dust and damp clean	2X week	
Outside plant floors	Floor washing Floor sweeping		
Silo roofs	Sweep, pick up dust and dispose with at ground level. Avoid dust clouds	Daily	
Ash conditioners	Water wash	Per shift	
Electric motors	Sweep and damp clean using detergent/degreasing fluid, avoid direct water jets	Daily	Outages
Ash tank platform	Dust water wash With water pipe	Daily	
Ash spillage	Sweep and water wash With water pipe	Daily	
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	Daily	
Hand rails	Dust and damp clean	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Ash pipe trenches (unit 1-6)	Remove ash from the pipe trenches using shovels.	Daily	

<b>TRANSFER SILOS, PRECIPITATORS AND CONTROL ROOMS (Per shift or 24 hours coverage)</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Silo roofs and blow tanks	Sweep, pick up dust and dispose at ground level. Avoid dust clouds.	Per shift	
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	Per shift	
Hand rails	Dust and damp clean	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Per shift	
Precipitator floors; areas between the precips and the blow tanks; road between the precips and the ash plant.	Floor washing with water hose pipe on the precips floors. Other areas to be swept with the sweeper.	Per shift	
Ash spillage	Sweep clean with water hose pipe	Per shift	

<b>COMPRESSOR HOUSE</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Electric motors	Sweep and damp clean using detergent/degreasing fluid, not cleaning live components	Daily	
Floors	Floor washing Floor sweeping	Daily	

<b>COOLING WATER PLANT</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Cooling towers screen areas.		Twice weekly	
CW clarify north and south	Remove rubble ,wash the areas	Once weekly	

<b>CW PUMP HOUSE</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Water pumps		Daily	
Dust bins		Daily	
Floors		Daily	
Hand rails		Daily	

<b>WATER TREATMENT PLANT</b>			
<b>Demineralized and CPP Plant</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Method removal dust, was the floors, Removal of scrap	Daily	

<b>Clarifiers</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Tanks	Clean with water and remove debris	Twice weekly	
Floors	Clean with water and remove debris	Twice weekly	

<b>Cable Trenches and Pits</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Pit floors		Once a week	

<b>AUXILIARY PLANT</b>			
<b>Oil Stores</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Floor sweeping Floor washing using water pipe rinse With rubber squeeze Wipe oil with Dryzit	Daily	
Oil tanks	Dust and wipe with damp cloth using detergent/degreasing fluid.	Twice weekly/When required	
Oil spillage	Wipe with Dryzit Clean using de-bone solution (oil cleaning solution)	Daily	

<b>Bulk Lube Oil Pump House</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Sweep and damp clean using detergent/degreasing fluid, avoid direct water jets	Daily	
Electric motors	Dust and dap clean using detergent/degreasing fluid	Twice a week	
Oil spillage	Wipe with Dryzit Clean using de-bone solution	daily	

<b>Bulk Fuel Oil Plant</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Floor sweeping Floor washing using water pipe rinse with rubber squeeze Remove oil with Dryzit	Daily	
Oil spillage	Remove with Dryzit Clean using de-bone solution	Daily	
Hand rails	Dust and damp clean	Daily	

<b>Raw Water Pump House</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Floor sweeping Floor washing using water pipe rinse with rubber squeeze wipe oil with dryzit	Twice a weekly	
Windows	Clean windows with window cleaning equipment	Twice a week	

<b>ALL DUSTBINS and GENERAL HOUSEKEEPING</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comment</b>
All mobile dustbins (wheely bins) Units yellow dust bins Concrete bins	Empty papers rags food containers and tins Empty flammable waste using mobile dust bins	Daily	

<b>OUTSIDE PLANT</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comment</b>
All parking areas	Sweep, pick up all rubbish, rubble and discards	Daily	
Outside parking		Daily	
All tarred roads		Daily	
Environmental Yard, Siemens Yard and General housekeeping through-out the station inside-out.			

<b>AWS PUMP HOUSE</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Floors	Sweep and scrub, remove all debris	Weekly	

<b>CLEANING AND REMOVAL OF SPILLAGES</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Any Spillage	Remove all the spillages	When required	

<b>SPILLAGES</b>			
<b>Outside Plant</b>			
<b>Place and equipment to be cleaned</b>	<b>Method</b>	<b>Frequency</b>	<b>Comments</b>
Ash spillage	Anywhere in the station	When required	
Oil spillage	The way each spillage needs	When required	
Coal spillage	To be removed	When required	
Dirty oil drums	To be taken to oil stores	When required	
Mills Rejects	To be taken to oil stores	When required	
<b>Dams</b>			
Vaalpan	Oil spillage, dirty oil drums, debris	When required	
High Effluent Dam	Oil spillage, debris	When	

		required	
Swartpan Dam	Oil spillage, debris	When required	
Maturation pond	Oil spillage, dirty oil drums, debris	When required	
Coal stock yard dam	Coal stock yard dam	When required	
Sewerage Plant	Sewerage Plant	When required	

MAIN STORES including Van Der Merwe area			
Place and equipment to be cleaned	Method	Frequency	Comments
Dust bins		Daily	
Floors	Sweeping with brooms	Daily	

#### Article X.

#### Management strategy and start up.

#### The *Contractor's* plan for the *service*

- The contractor is to submit a weekly cleaning programme every Monday morning to the contract's supervisor.
- Programme to be supplied on request on a signed hard copy as well as on a soft copy.

#### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly at Operating Support	Operating Support offices or Station Cleaning offices	<i>Employer, Contractor</i> and Supervisors

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

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

- Attendance of meetings as required by service Manager Such as
  - Kriel Power Station *Contractors* Safety Meeting (monthly)
  - Departmental Safety Meetings (SHEQ) (monthly)
  - Section daily meetings (Plant Focus Meetings)
  - Any meeting requested by the *Employer* or *Contractor*

## ❖ HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE

### Section 10.01

#### Section 10.02 Health And Safety Risk Management

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.

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.

#### Section 10.03 Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001.

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)

- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

### **Environmental Management Programmes**

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

### **Audits**

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

### **Section 10.04 Quality Assurance Requirements**

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Project Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

#### **Contract Quality Management Plan Requirement:**

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

#### **Quality Control Plan**

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties

- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

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

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

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

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

*Employer* may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2)	Employer
OHS Act, GMR 2(1)	Supervision of Machinery
OHS Act, GMR 2(7)	Assist the designated person
OHS Act, CR 6(1)	Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
OHS Act, CR 6(2)	Assistant Construction Supervisor
OHS Act, Section 17	SHE/Safety officer
	Health and Safety Rep
	Environmental officer
OHS Act, GAR 9	Incident investigation
OHS Act, CR 12	Demolition work
	Hazardous Chemicals Substance Controller

- |                  |  |
|------------------|--|
|                  | Fire Fighter                           |
|                  | Evacuation Warden                      |
| OHS Act, CR 19   | Explosive Powered Tools                |
| OHS Act, CR 22   | Electrical installations and machinery |
| - OHS Act, GSR 3 | First Aiders First aiders              |

### **Safety Officer**

- Develop and Maintain a Safety Risk Programme
- Administer the safety incident reporting systems and check that the reporting, recording and investigation systems are in compliance with statutory and all Generation mandatory requirements.
- Coordinate Safety Training Programme
- Implement a marketing programme to create a safety awareness amongst all employees.
- Perform any other legitimate activity as required.

Specialised Personal Protective Equipment (P.P.E) such as Safety Harnesses will be provided by the contractor, and the training required utilizing the equipment. Procedures for spillages will be provided before contract award. Personal Protective Equipment (P.P.E) to be provided to all Employees as and when required, damaged Personal Protective Equipment (P.P.E) must be replaced.

### **KRIEL PERMIT to Work System**

The *Contractor* will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she at all times comply to the requirements of these Regulations.

The *Contractor* will ensure that all his supervisors who are directly involved with Eskom's Permit to Work System, shall be trained and on successful completion of Kriel's authorization / evaluation process will be authorized as "Responsible Persons".

The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately
- The safe work procedures as laid down by Kriel Power Station and as determined by the Risk Assessment, shall be followed
- The workers register and cautionary notices are discussed daily with workers

## ❖ INVOICING AND PAYMENTS

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate. No invoices to be handed to an individual, only per the address arrangement below.

- No invoices to be handed to an individual. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
- **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.**
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

Invoices to be addressed to:

Eskom Holdings SOC Ltd  
 Reg. No. 2002/015527/30  
 Kriel Power Station  
 Accounts Payable  
 Private Bag X5009, Kriel 2271  
 Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

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

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

*Contractor* is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

### Service-related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will the forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

### Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* preforms a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

### Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

### General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

**Note:**

Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

**❖ CONTRACT CHANGE MANAGEMENT**

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times.

### **Training workshops and technology transfer**

The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme and reflects the required manufacturing completion dates.

The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

### **Design and supply of Equipment**

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

## **❖ MANAGEMENT OF WORK DONE BY TASK ORDER**

A Task is work within the *service* which the *Service Manger* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- \*A detailed description of the work in the Task
- \*A priced list of items of work in the Task in which items taken from the Price List are identified.
- \*The starting and completion dates for the Task
- \*Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

**Article XI. When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a programme within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

❖ **PROCUREMENT**

**BBBEE**

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.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the *service*.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

❖ **SUPPLIER DEVELOPMENT & LOCALISATION**

**EXPENDITURE TO LOCAL TO SOUTH AFRICA**

Local value Percentage	Black Woman Owned Percentage	Black Owned Percentage
80%	30%	60%

**JOB CREATION LOCAL TO KRIEL COMMUNITY**

It is expected that recruitment of employees shall be done from within the Kriel local community of which the contractor is committed to 35 people.

## **CORPORATE SOCIAL INVESTMENT**

1.5% per invoice value will be contributed towards Corporate Social Investment Initiatives around Kriel.

It is money that gets used for initiative identified by the Social Investment Committee. It will be arranged that the successful tenderer meet with the relevant Kriel committee person who will indicate the projects to which the funds must go to.

The administration of the CSI monies and projects will coordinate by Eskom stake holder department or management. The committee involvement is to give direction in terms of relevant projects and monitor that all the committed monies are accordingly utilised.

### **Section 11.01 SUBCONTRACTING**

If the *Contractor* subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were that of the *Contractor*.

(a) Subcontract documentation, and assessment of subcontract tenders:

When the Contractor uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting.

(b) Limitations on subcontracting

The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the Service.

The Contractor does not appoint a Subcontractor until the Service Manager accepted them.

(c) Attendance on subcontractors

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

### **Section 11.02 Plant And Materials**

(a) Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

## **❖ SITE SERVICES AND PROCEDURES**

### **(b) Tests and inspections before delivery**

The *Contractor* does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passes the test or inspection.

(c) Plant & Materials provided "free issue" by the *Employer*: None

Article XII. Working on the Affected Property

Section 12.01 *Employer's* site entry and security control, permits, and site regulations

- The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- The Contractor personnel are required to be in possession of a Contractor's Permit at all times.
- All Contractor personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602. The list, identified with the Contractor's name, contains the following information:
  - Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Employers Representative, one day before the visit and submitted to the Employer's Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the Employers Representative.
- The Contractor is restricted to the working areas associated with his place of work.
- The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

### Section 12.02 Records of *Contractor's* Equipment

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

### Section 12.03 Equipment provided by the *Employer*

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

### Section 12.04 Site services and facilities

#### (a) Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

### **Refuse Disposal**

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

### **Use relevant skips for disposable of any waste:**

- White (6m3 open skip) (Wheely bin) – General Compactable Waste (Domestic Waste)
- Blue (6m3 open skip) – Scrap Metal (Ferrous metals only).
- Brown (6m3 open skip) – Building Rubble (Bricks, Building gravel, Broken concrete, etc.)
- Red (6m3 closed skip with lid) – Hazardous Waste (Oily Rags, Empty paint tins, Empty spray cans etc.)
- Green (6m3 closed skip) – Waste paper only.
- Purple (6m3 closed skip)- Cables Only.
- Yellow (11m3 closed skip)-Asbestos Only.
- Black (6m3 open skip)-Production Waste e.g ash/Coal Waste only.

### **Supply of Electricity**

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.

- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

### Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

### Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities.

Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

#### (b) Provided by the *Contractor*

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- Domestic rubbish will be removed free of charge.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

### Site Location

- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

### Contractor's site requirements

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service* Including the following:
- The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- Any damage to installed lighting is repaired at the Contractor's expense.
- The reticulation of electricity, water and any other services required by the Contractor from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Telephone connections may be available and the Contractor applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of Contractor's yard
- Temporary lighting to ensure safe working conditions.

#### ❖ SECURITY ARRANGEMENTS

1. The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
2. The Contractor personnel are required to be in possession of a Contractor's Permit at all times.
3. All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the works.
4. In order to assist Protective Services with the **issuing of permits** and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
5. This list is delivered to Protective Services, or is faxed to (017) 615 2602
6. The list, identified with the Contractor's name, contains the following information:
7. Employee Name
8. ID Number
9. Company
10. Validity date
11. Eskom Safety Co-ordinator signature
12. Eskom Project Manager signature
13. Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.
14. To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
15. A special Tool List form is available at Protective Services.
16. An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
17. The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
18. Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager, one day before the visit and submitted to the Employer's Protective Services office.
19. Visitors are not allowed on site if the necessary forms are not in the possession of security staff.

20. The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
21. No unauthorised vehicles are allowed on site.
22. Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
23. Contract Vehicle Applications are directed to the Project Manager.
24. The Contractor is restricted to the working areas associated with his place of work.
25. The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
26. Parking inside the power station is strictly forbidden, except for loading purposes.
27. No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

## ❖ TITLE TO SITE MATERIALS

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril.

The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer.

## PRINCIPAL CONTRACTORS

- The Principal Contractor shall, before carrying out work, inform the Provincial Director in writing of the construction work that he/she intends to perform. If there is an exemption in terms of this requirement, then the requirements of that exemption shall apply. Evidence is to be kept on site for inspection.
- Shall provide the Client with a suitable and sufficiently documented S.H.E plan, based on the Client's S.H.E specification, and he/she shall ensure that a copy of his/her S.H.E plan is available.
- In cases where construction work is performed within Eskom by internal Eskom departments or subsidiaries, these internal Eskom departments or subsidiaries will be regarded as Principal Contractors but it is not the employer in its own right. There needs to be a service level agreement between these 2 parties. Need to clarify and identify the Client (i.e., the person that requested the work) and Principal Contractor.
- Where construction work is performed within Eskom by internal Eskom departments and where routine maintenance is being conducted, then: there should be a generic SHE specification that would refer to existing procedures, risk assessments, and critical task analysis relating to that specific maintenance task. Written safe work procedure would suffice as the SHE plan for that specific maintenance task.
- A Principal Contractor shall take reasonable steps as are necessary to ensure co-operation between all co-contractors (if applicable) to enable each of those co-contractors to comply with the provisions of the requirements of this document and to contribute to a S.H.E conducive environment in order to achieve an accident and disease free environment – adherence and implementation should be daily and constant.
- To highlight at pre-tender stage if co-contractors will be utilised. To ensure and provide evidence that these co-contractors have the necessary competencies and resources, including the casual workers and/or labour broker employees (employed by the co-contractors) to carry out the work safely and to ensure duty of care to the environment. The Client shall then approve or disapprove of the use of any co-contractor/s.
- If the Principal Contractor is to hire co-contractors, then one S.H.E plan is compiled together with the co-contractor/s.
- The Principal Contractor can stop the co-contractor/s from continuing with construction work if it is not in accordance with the Principal Contractor's S.H.E plan for the site or Eskom' requirements or which poses a threat to the health and safety of persons or degradation to the environment. Any person can report unsafe and/or unhealthy practices or which poses a threat to the environment, to the Principal Contractor and/or Client/agent. Possible corrective training should be given. Record should be kept of the circumstances giving rise to the stoppage and the actions taken and any corrective measures that were implemented, where applicable.
- Shall ensure that when there are changes in any phase of the construction project, that the Principal Contractor and co-contractors shall review the affected parts/sections of the S.H.E plan to perform the work safely and to ensure duty of care to the environment;
- To ensure that every co-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site. This should remain valid for the duration of the contract.

- To ensure that potential co-contractors submitting tenders have made detailed provision for the cost of health and safety measures during the construction process.
- Shall ensure that co-contractors have received induction/orientation training as contemplated in this document.
- The Principal Contractor shall ensure that he/she has a SHE file, which shall contain all documentation required in terms of the Construction Regulations of the OHS Act and this document. This file must be kept on site and made available upon request.
- The Principal Contractor shall hand over a consolidated S.H.E file to the Client, upon completion of the construction work. As well as hand over all drawings, designs, materials used, and other information regarding the completed structure, as well as the list of co-contractors companies that worked under them, the agreement and the type of work done.
- Every Principal Contractor shall appoint a full time competent construction supervisor with S.H.E competence, in writing, to supervise the construction work.
- The Principal Contractor may appoint more S.H.E competent employees in writing to assist the appointed construction supervisor. Every such employee shall, have the same duties as the construction supervisor clearly defined by the contractor in the letter of designation. Provided that the designation of any such employee shall not relieve the construction supervisor of any personal accountability for failing in his supervisory duties.
- Every Principal Contractor or appointed co-contractor is to ensure that consultants undertaking work in relation to the "listed fields of practice" of the Natural Scientific Professions Act No. 27 of 2003 are registered "professional natural scientists". "Listed fields of practice" includes "biological science" and "environmental science" amongst others.
- Shall also appoint a full time or part time construction S.H.E practitioner in writing depending on the size of the project or the degree of dangers.
- Every Principal Contractor performing construction work shall before commencement of any construction conduct a project specific risk assessment, in all areas where work is conducted.
- This should be done by a competent person, appointed in writing. The risk assessment shall form part of the S.H.E plan, and should include method statements. All the contractors' employees must be informed about the risks.
- The Principal Contractor shall ensure that his/her employees are issued with risk specific personal protective equipment (PPE), and informed, instructed, trained in the proper use, care and maintenance of PPE, and inducted by a competent person or an accredited service provider on the relevant project specific S.H.E topics. Visitors shall receive S.H.E instructions and provided with the necessary personal protective equipment. PPE should always be a measure of last resort, when other control measures in terms of the hierarchy are exhausted.
- No appointed construction supervisor shall supervise any construction work on or in any construction site other than the site in which, he or she has been appointed. Provided that a sufficient number of competent employees have been the appointed, construction supervisor may supervise more than one site.
- A Principal Contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and related work procedures before any work commences, and thereafter at such times as may be determined by risk assessment.
- The Principal Contractors shall ensure that their employees are properly screened by an Occupational Health practitioner, to ensure that they are fit to perform the work. There should be medical surveillance prior to start of each project and then at end of the project. They need to prove to Client that Principal Contractor employees are on a medical surveillance programme.

## **REPORTING, RECORDING AND INVESTIGATION OF ACCIDENTS AND INCIDENTS**

In the case where Principal Contractors and/or Co-Contractors are Eskom departments then:

- a) The reporting, recording and investigation of accidents and incidents must be done in accordance with the Occupational Health and Safety Act, the National Environmental management Act, National Water Act and the Eskom procedure for the reporting and recording and investigation of Incidents (ESKPVABN9 as revised). The Eskom BU's may use their own procedure provided it complies with the OHS Act, the National Environmental management Act, National Water Act and the COID Act and ESKPVABN9 procedure.
- b) In the cases of fatality incidents, Eskom will also conduct an independent investigation and a case study will be compiled thereof.
- c) Case studies will be compiled for all disabling injuries and fatalities by the business unit.

In the case where Principal Contractors and/or Co-contractors are not Eskom departments then:

- a) The Principal Contractor shall inform the Eskom Client/agent about the accident or incident within 24 hours.
- b) The Principal Contractor shall report all cases as required in terms of legislation.
- c) The Principal Contractor shall ensure that all accidents/incidents are investigated by him/her and are discussed at the S.H.E committee meeting held on site.
- d) Accidents/incidents shall be investigated and recorded in terms of the requirements of the Occupational Health and Safety Act, the National Environmental Management Act and National Water Act as applicable.
- e) The Client shall be allowed to participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project.
- f) Case studies will be compiled for all disabling injuries and fatalities by the business unit and forward to CS (SHE) for publication on the website.
- g) The Principal Contractor shall keep on site/workplace a record of all accidents and incidents reported in the form of the Annexure 1 investigation form (Domino Form). (Incident Investigation Report)
- h) The Principal Contractor shall provide SHE related statistics to the Client at the end of each month.
- i) In any incidence resulting in fatality, Eskom may possibly also conduct an independent investigation and a case study will be compiled thereof.
- j) The Principal Contractor may be required to attend or make available its contractor to attend a disciplinary process involving an incident that may have been caused by an Eskom employee.

## **DISCIPLINARY PROCESS**

Eskom takes a Zero Tolerance stance on health and safety related at-risk behaviour.

Eskom will view the following at-risk behaviour in a very serious light:

- a) No person may disregard any requirements contained in the Act, this document, site specific health and safety requirements, and requirements contained in the health and safety specifications and health and safety plan, whilst performing work on Eskom sites.
- b) No person may perform an unsafe act or create an unsafe condition that will pose danger to him/her and/or to other persons at work.
- c) No Principal Contractors shall allow any of its employee/s and/or co-contractors employee/s (including casual labourers, or labour broker employees) to work on any site

without ensuring that each employee has received proper training on the following: site induction, accredited health and safety training, task specific risk assessments, task specific job observations, task specific training and any other additional training that might assist the employee in working in a healthy and safe manner.

- d) No person should allow any construction work to commence without an approved health and safety plan.
- e) No person should allow any modifications with regard to construction work without adjusting the health and safety plan accordingly and ratification of such a health and safety plan by the client.

If any of the above risk areas / rules / at risk behaviour are not adhered to, it will result in a disciplinary process, which it should be noted will have the power of dismissal. In the case of a Principal Contractor, it may result in cancellation of contract as well as the possibility of being black listed.

## **SECTION 12.05 ACCESS TO THE CONTRACTOR'S AND SUBCONTRACTOR(S) PREMISES AND FACILITIES**

The *Contractor* and/or its subcontractor gives access to the *Supervisor* and/or the Authority/Agency and the Regulator where appropriate to their premises and facilities at reasonable times to conduct quality assessments, audits, surveillances and inspections to establish compliance with the contractual requirements.

## **SECTION 12.06 INSPECTION AND TESTING**

The *Contractor* gives at least 72 hours advance notification to the *Supervisor* or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the *Supervisor*.

## **Section 12.07 PROGRAMME AND PLANNING**

### **Section 12.08 Purpose**

The purpose of the program and planning is to define the *Employers* requirements for the time, cost and resource planning and control when using the *NEC* contract.

### **Section 12.09 Scope**

All project programming and contract progress monitoring for projects is based on *NEC* contract conditions.

### **Section 12.10 Requirements**

Compliance with all requirements as defined in this document.

## C4: Site Information

### 1. General

The Kriel Power Station is situated approximately half way between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

### 2. Climate

Kriel Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally the prevailing wind directions are from the North West during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

## Weather Data

The assumed 1 in 10 year rainfall figures are:

<b>Section 12.11 Mo nth</b>	<b>Cumulative rain (mm)</b>	<b>No of days with rainfall &gt; 10mm</b>
January	97.7	3
February	50.9	2
March	256.2	7
April	2	0
May	31.5	1
June	1	0
July	0	0
August	0	0
September	14.1	0
October	110.5	6
November	192.9	7
December	159.5	7