NEC3 Term Service Contract (TSC)

A Contract between	**Eskom Holdings SOC Ltd** **(Reg No. 2002/015527/30)**	
and	**[Insert at award stage]** **(Reg No. _____)**	
for	**THE PROVISION OF INDUSTRIAL CLEANING SERVICES FOR BOILER U1 -U6, TURBINE PLANT AREAS & OUTSIDE PLANT AREAS AT DUVHA POWER STATION FOR A PERIOD OF THREE YEARS**	
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CONTRACT No.	**46000**	

Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer:

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

THE PROVISION OF INDUSTRIAL CLEANING SERVICES FOR BOILER U1 -U6, TURBINE PLANT AREAS & OUTSIDE PLANT AREAS AT DUVHA POWER STATION FOR A PERIOD OF THREE YEARS

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

Option A:	
The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
(in words)	

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

Signature(s):				
Name(s):				
Capacity				
For the tenderer:				
Name & signature of witness:	*(Insert name and address of organisation)*		Date:	
Tenderer's CIDB registration number:		N/A		

Acceptance:

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

The terms of the contract, are contained in:

Part C1 **Agreements and Contract Data, (which includes this Form of Offer and Acceptance)**

Part C2 **Pricing Data**

Part C3 **Scope of Work: Service Information**

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

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

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

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

Signature(s):				
Name(s):				
Capacity:				
for the Employer	Eskom Holdings SOC Ltd Duvha Power Station PO Box 2199 Witbank 1035			
Name & signature of witness			Date:	

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____ '

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

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the *tenderer:*		**For the *Employer:***
Signature:			
Name:			
Capacity:			
On behalf of			Eskom Holdings SOC Ltd Duvha Power Station PO Box 2199 Witbank 1035
Name & signature of witness			
Date:			

C1.2 - Contract Data

Part A - Data provided by the *Employer*:

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option:	
		A: Priced contract with price list
	Dispute resolution Option:	**W1: Dispute resolution procedure**
	Secondary Options:	**X1: Price adjustment for inflation**
		X2: Changes in the law
		X17: Low performance damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*

	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.	**The *Employer,* the *Contractor* and the *Service Manager* shall act as stated in this contract and in a spirit of mutual trust and co-operation.**	
10.1(1)	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Duvha Power Station** **PO Box 2199** **Witbank** **1035**
	Tel No.	**013 295 9465**
	Fax No.	**N/A**
10.1(2)	The Employer's Appointed Agent The *Service Manager* is (name):	**Shirly Dhladhla**

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

	Address	**Duvha Power Station** **PO Box 2199** **Witbank** **1035**
	Tel	**013 295 9465**
	Fax	**N/A**
	e-mail	**Dhladhs@eskom.co.za**
11.2(2)	The *Affected Property* is	**Duvha Power Station and surrounding Eskom Properties.**
11.2(7)	The *Equipment* is	**Items provided by the *Contractor* and used by him/her to provide the *Service*. Listed and Specified under Part C3.1: *Employer's Service Information***
11.2(10)	The *Parties* are	**The *Service Manager* & The *Contractor***
11.2(12)	The *Price List* is	**Part C2: Pricing Data** **Part C2.2: The Price List**
11.2(13)	The S*ervice* is	**Provision of Industrial Cleaning Services on Boilers U1-U6, Turbine Plant Areas & Outside Plant Areas**
11.2(14)	The following matters will be included in the Risk Register	**Quality** **SHE** **Cost** **Assessments** **Early Warnings** **Compensation Events**
11.2(15)	The *Service Information* is in	**Part C3: Scope of Work** **Part C3.1: *Employer's Service Information***
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
12.3	No changes to this contract, unless provided for by the *Conditions of Contract*, has effect unless it has been agreed, confirmed in writing, and signed by the *Parties.*	
12.4	This *Contract* is the entire agreement between the *Parties*.	
13.	**Communications** - each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied, and recorded or in writing.	
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**One week**
16.1	**Early Warning** - The *Contractor* and the *Service Manager* give an early warning by notifying the other as soon as either becomes aware of any matter which could • increase the total of the Prices, • interfere with the timing of the *service* or • impair the effectiveness of the *service*	
17.1	**Ambiguities and Inconsistencies -** The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which	

	are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency.	
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in C3.2 – *Contractor's Service Information* and terms in italics used in this section are identified elsewhere in this Contract Data**
20	**Providing the *Service***	**20.1** - The *Contractor* provides the *Service* in accordance with the *Service Information*, provided by the *Employer* in Part C3.1 **20.2** - In Providing the *Service*, the *Contractor* minimises the interference cause to the *Affected Property* and the activities taking place in it.
21.1	The *Contractor* submits a first plan for acceptance within	**1 Week before the *start date* of the contract**
24	**People**	**24.1** - The *Contractor* either employs each key person named to do the job stated in the *Contract Data* or employs a replacement person who has been accepted by the *Service Manager*. The *Contractor* submits the name, relevant qualifications, and experience of a proposed replacement person to the *Service Manager* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced. **24.2** - The *Service Manager* may, having stated his reasons, instruct the *Contractor* to remove an employee. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract.
27	**Other Responsibilities**	**27.1 -** The *Contractor* obtains approval from Other Departments / Sections / Contractors where necessary. **27.2 -** The *Contractor* provides access to work being done and to Plant and Materials being stored for this contract for the *Service Manager* and Others notified to him by the *Service Manager*. **27.3 -** The *Contractor* obeys an instruction which is in accordance with this contract and is given to him by the *Service Manager*. **27.4 -** The *Contractor* acts in accordance with the health and safety requirements stated in the Service Information & the *Additional conditions of contract clauses Z7.1 & Z7.2*.
3	**Time**	
30.1	The *starting date* is	**01 December 2023**

30.1	The *service period* is	**36 Months (3 Years) ending 30 November 2026**
31.1	Access	**The *Employer* allows the *Contractor* access to the Affected Property as shown on the Accepted Plan**
32.1	Instruction to stop or not to start work	**The *Service Manager* may instruct the *Contractor* to stop or not to start any work and may later instruct him/her to re-start or start it**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**On the 25th of each successive month.**
50.1	Assessing the amount due	The *Service Manager* assesses the amount due at each assessment date. The first assessment date is decided by the *Service Manager* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting date*. Later assessment dates occur at the end of each *assessment interval* until four weeks after the end of the *service period*. More information on assessments under **Sub-Clauses 50.2, 50.3, 50.4** in the *NEC3 - TSC 2013 document*
51.1	The *currency of this contract* is the	**South African Rand** For more information refer to the: *(Additional conditions of contract clauses Z8.1, Z8.2, Z8.3)*
51.2	The period within which payments are made is	**14 days after submitting the Invoice.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.**
6	**Compensation events**	Compensation Events - **Clause 60**

		Notifying Compensation Events - **Clause 61 (Z9.1)** Quotations for Compensation Events - **Clause 62** Assessing Compensations Events - **Clause 63** Service Manager's Assessments - **Clause 64** Implementing Compensation Events - **Clause 65** For more information refer to the *NEC3 - TSC 2013 document*
	These are additional Compensation Events:	• **Changes to the *service* made by the *Service Manager's* Instruction to change the *Service Information*.** • **The procedure for accepting a *Defect* is stated in Clause 43. An instruction to change the *Service Information* after acceptance of the *Contractor's* quotation under subclause 43.1 is not a compensation event.** • **A change to the *Contractor's plan* made at his own request is not a compensation event. The clause also gives precedence to the *Service Information* in part one of the *Contract Data* over the *Service Information* in part two of the *Contract Data.* Thus the *Contractor* should ensure that the *Service Information* she/he prepares and submits with his tender as part two of the *Contract Data* complies with the requirements of the *Service Information* in part one of the Contract Data.**
7	**Use of Equipment Plant and Materials**	**The Contractor shall not use the equipment, plant and material for his/her own purpose other than for providing the service.**
70.2	The *Parties*' use of Equipment, Plant and Materials	At the end of the *service period* the *Contractor:* • returns to the *Employer*, Equipment surplus Plant and Materials Provided by the *Employer* • provides items of equipment for the *Employer's* use as stated in the Service Information and; • provides information and other things as stated in the Service Information
8	**Risks and insurance**	
80	**Employer's risks**	

80.1	The following are *Employer*'s risks.
	• Claims, proceedings, compensation and costs payable which are due to
	  • the unavoidable result of the *service* or of Providing the Service,
	  • negligence, breach of statutory duty or interference with any legal right by the *Employer* or by any person employed by or contracted to him except the *Contractor* or
	  • a fault of the *Employer* or a fault in his design.
	• Loss of or damage to Plant and Materials supplied to the *Contractor* by the *Employer*, or by Others on the *Employer*'s behalf, until the *Contractor* has received and accepted them.
	• Loss of or damage to the Affected Property, Plant and Materials due to
	  • war, civil war, rebellion, revolution, insurrection, military or usurped power,
	  • strikes, riots and civil commotion not confined to the *Contractor*'s employees or	

	• radioactive contamination. • Loss of or wear or damage to any Equipment, Plant and Materials retained by the *Employer* after a termination, except loss, wear or damage due to the activities of the *Contractor* after the termination. Additional *Employer*'s risks stated in the Contract Data.
81	**The Contractor's Risks -** From the *starting date* until the end of the *service period*, the risks which are not carried by the *Employer* are carried by the *Contractor*.
82	**Indemnity** **82.1 -** Each Party indemnifies the other against claims, proceedings, compensation, and costs due to an event which is at his risk. **82.2 -** The liability of each Party to indemnify the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.
83	**Insurance Cover**
83.1	The *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.

INSURANCE TABLE

Insurance against	**Minimum amount of cover or minimum limit of indemnity**
Loss of or damage caused by the *Contractor* to the *Employer*'s property	The amount stated in the Contract Data
Loss of or damage to Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the *Employer*
Loss of or damage to Equipment	The replacement cost
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

83.1	The *Employer* provides these insurances from the Insurance Table	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance).**
83.1	The *Employer* provides these additional insurances	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance)**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..**
84	Insurance Policies	**Before the *starting date* and on each renewal of the insurance policy, the *Contractor* submits to the *Service Manager* for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the *Contractor*'s insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract**
85.1	If the Contractor does not insure	**The *Employer* may insure a risk which this contract requires the *Contractor* to insure if the *Contractor* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Contractor***
9	**Termination**	**90.1 – Both the *Employer & Contractor* have rights of terminations. The Party wishing to terminate initiates the procedure by notifying the *Service Manager* and giving his/her reasons for terminating. If satisfied that there are valid contractual grounds for termination, the *Service Manager* issues a termination certificate promptly.**

		90.2 – The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table. For Convenience, the reasons are given in identification reference and fully described in Clause 91, 92 ,93 in the *NEC3 - TSC 2013 document*. If the *Employer* wishes to terminate for a reason other that those in R1-R21, he should state this in notifying the *Service Manager* under Sub-clause 90.1 The Procedures to be followed and the amount due to the *Contractor* are generally related to the reasons for terminating, although some are independent of these reasons. ***Additional Conditions of Contract Clause Z11 – Reasons for Terminations.***

TERMINATION TABLE

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

10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices / Rates for the whole of the *service* in consultation with the *Service Manager* and submits them to the *Service Manager* at intervals no longer than	**two weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (See www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration**

W1.4(5)	The *arbitration procedure* 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	**Johannesburg South Africa**		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**		
12	**Data for secondary Option clauses**			
X1	**Price adjustment for inflation**			
X1.1	The *base date* for indices is	**Rates are fixed and firm for first 12 Months thereafter will escalate according to the indices tables as proposed by the supplier** **Base Date: TBC**		
	The proportions used to calculate the Price Adjustment Factor are:	**proportion**	**linked to index for**	**Index prepared by**
		80%	**Labour**	**RSA, Government Gazette Sectoral Determination 1 Contract Cleaning Sector, South Africa (Area C) Labour**
		5%	**Transport**	**L-2A (SEIFSA Table)**
A		**5%**	**Consumables / equipment**	**D3 CPI (SEIFSA Table)**
		10%	**Non-adjustable**	
X2	**Changes in the law**	**The Employer & the Contractor shall abide to the Law and any changes thereof within the Republic of South Africa.**		
X17	**Low performance damages**	**The following low performance damages will apply to this Contract:** • If any Plant area listed in the SOW are found dirty a penalty of a minimum percentage of 1% will be applied to the monthly assessment value. • If Equipment is: broken/damaged/mechanical/electrical faulty it is the *Contractors* responsibility to have back-up equipment within 24hrs. Should the *Contractor* fail in this regard the *Employer* will recover the cost of having it corrected, by other parties if the *contractor* fails to provide it within the specified time. All cost incurred will be carried by the *Contractor.*		

		• A Penalty up to a maximum of 10% of the monthly assessment value will be applied if the *Contractor* does not perform the work as per the schedule. • "No work, no pay" principal will be applied if the Contractors' employees embark on an unlawful strike. • If the *Contractor's* Supervisors are not PSR Authorised as RP's within the stipulated period (6 Months), a penalty of up to a maximum of 10% of the monthly assessment value will be applied. • If the Contractor or his/her employees do not comply with the Health, Safety & Environmental requirements stipulated in the contract data *Additional conditions of contract clause Z7*, a Minimum of 1% will be applied to the Accepted Task Order.
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles in the *Employer*'s assets and works / maintenance policies available on** http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From*_1_April_2014_To_31_March_2015.aspx*
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),**

		• **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**6 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within - One Task Order will be issued for the whole work as per the Scope of Work and each Task Order will be issued for additional work.	**5 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 will always apply.**
Z1	**NKP Access / Security Screening (Special Tender Condition):**	
Z1.1	The *Contractor* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.	
Z1.2	The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees (Risk Rating 3)	
Z1.3	For the purpose of clarity, contractors who was previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site. <u>Legislations</u>: *Minimum Information Security Standards (MISS), 1996* *National Key Point Act 102 of 1980)* *National Strategic Intelligence Act 39 of 1994)* *Protection of Critical Infrastructure Protection Act 8 of 2019*	
Z1.4	Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the *contractor* appoints a *subcontractor*, the same provisions and measures will apply to the *subcontractor*. Acceptance of the tender is also subject to the condition that the *contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract. Failing to comply with the above mentioned clause will result in termination of the contract.	
Z2	**Cession delegation and assignment**	
Z2.1	The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*	
Z2.2	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.
Z3	**Joint ventures**
Z3.1	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.
Z3.2	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.
Z3.3	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.
Z4	**Change of Broad Based Black Economic Empowerment (B-BBEE) status**
Z4.1	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.
Z4.2	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*.
Z4.3	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.
Z4.4	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.
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:**
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 on to core clause 27.4**
Z7.1	The *Contractor* undertakes 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 on 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	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 Clause : Reason for Termination 91.1 Second Main Bullet fourth sub-bullet:**
Z11.1	If the other Party is a company or partnership and / or had a business rescue order granted against it.
Z12	**Supplier Development and Localisation (SD&L)**
Z12.1	Eskom requires that the *Contractor*'s Sub-Contractors (For fulfilment of SD&L obligations) to maintain their B-BBEE Status and Level at the time of contract award throughout the duration of the Contract.
Z12.2	**Reporting** Portion related to the scope of this contract to be reported on only. The Required B-BBEE Recognition Level compliance reporting to be done in terms of the requirements of 32-1033 on Company Status Evaluation within three (3) months after contract award then on a Yearly basis thereafter. 2nd Tier spending on BWO and BYO to be done monthly as at the end of each month by the 5th working day of the new month following the reporting month stating: - Reporting Month

Z12.3	- Contract title and Contract number - Sub-Contractor Vendor Name - Activity / Bill item related to contribution - Payment Value for month – in ZAR - Sub-Contractor's Invoice number - Main Contractor's Payment Reference Number - Each page to be signed by the Contractor's Project Manager and a Financial Independent person of the Contractor's Company thereby declaring accurate reporting. The Sub-Contractors invoices should reflect the Project, Site and Activity to the related service/s performed. ▪ Local Content progress reporting to be done on a monthly basis by the 5th of each month: ▪ Skills Development progress reporting to be done on quarterly basis. ▪ Employment progress statistics to be done on monthly basis With regard to skills development, the same student cannot be linked to more than one project at the same time. Suppliers will be required to provide Names, Identification and Contact numbers, as well as certified copies of Identification documentation of students on skills development which will be monitored within Eskom. **The *Contractor* will be required:** ▪ to provide a high level Supplier Development & Localisation plan implementation plan which stretches for the duration of the contract within one month of contract award. ▪ to provide a detail quarterly procurement forecast to Eskom for monitoring & tracking. ▪ to provide an explanation and action plan for deviation from the proposed plan. Correctness of the figures can be audited / verified at any time by an Eskom Representative from Supplier Development & Localisation, the Related Project or a Procurement official **Local Development Objectives** It is required that the 2nd tier procurement spent required by SD&L from BYO and BWO (see table below) should be come from entities from local to site. "Local to site "means all areas that fall within 50km radius from the Project site (Duvha Power Station) and/ or Nkangala District / Mpumalanga Province. The Contractor is obligated to execute a following non-negotiable SD&L Requirements in the Term Service Contract with the Employer for purposes of operating and maintaining the works under the Engineering Construction Contract for the term as more fully provided for in the Term Service Contract. **Specific Condition of Tender**

Pre-qualification criteria as stipulated in Regulation 4.1 of Preferential Procurement Regulation, 2017 affords State Owned Enterprises to set specific tendering conditions for advancement of certain designated groups.

The Special Conditions for this tender is the following:

- Tender shall be open to suppliers that are EME B-BBEE level 1 contributors only.

NB: *failure to meet the above mentioned* ***Special Condition*** *will render the submission non responsive.*

SD&L Undertaking / Compliance matrix

Other Local development objectives contained in the SD&L Undertaking include the following (Table 2):

Localisation compliance matrix

Criteria	Eskom's target	Proposal
Local Content to SA (Non-designated)	100.00	100.00

- The target for the local content for provision of Industrial Cleaning on Boilers U1-U6, Turbine Plant Areas & Outside Plant Areas.

  It is further indicated that there are no commodities or materials needed for the execution of this project that are part of the designated sectors declared by DTI. That is, the Local content target does not have a mandatory threshold and should any of the recommended tenderer fail to meet the Eskom's target, this will form part of the negotiation and part of the contract once agreed upon.

Job Creation (Non-weighted)
Suppliers should mention the number of jobs created and retained as a direct result of the contract. These proposals shall be made in the SD&L Compliance Matrix to be provided with the Enquiry document.

Number of jobs to be created as a result of this contract	
Number of jobs to be retained as a results of this contract	

Z12.4

Corporate Social Investment

The Contractor commits to set aside at least 2% to fund a Corporate Social Investment as a direct beneficiation of the Local to site communities.

Z12.5

Penalty on B-BBEE Recognition Level:

0.5% of committed contract value for losing the Contracted B-BBEE Recognition level.

	That is, in the event where the Contractors Sub-Contractors have the required B-BBEE status and during the term loses the rating and not re-achieve it within three months the penalty will also apply but not as a double penalty - i.e. penalized after six months and then the business entity achieve it after being penalized and lose it during the rest of the term. "the term" means the contract term from contract start until the performance certificate is issued.
Z12.6	**SD&L Compliance Penalty:** The penalty for non-compliance will be 2.5% of the value of the contract for each percent not met, deducted from the final payment. Where the Contractor has no employment for the developed candidate(s), Eskom shall have 1st preference for appointment of developed trainee candidate at no additional cost to Eskom. Appointment by Eskom of the developed trainee candidate will not be compulsory.
Z12.7	2nd Tier Companies / Sub-Contractors should be submitted to Eskom to be evaluated for BYO, BWO, SBE and LBS classification in terms of the requirements of 32-1033, Local to site and verification and approval.
Z13	**Ethics**
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z13.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z13.2	The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.
Z13.3	If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z13.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z14	**Asbestos**
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

	Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The *Employer* manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

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_Fr*om_1_April_2014_To_31_March_2015.aspx*

C1.2 - Contract Data

Part B - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The *Contractor* is (Name):	
	Address:	
	Tel No.:	
	Fax No.:	
	E-mail address:	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(12)	The *price list* is in	**Part C2.2**
11.2(14)	The following matters will be included in the Risk Register	**SHEQ & Finances**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**Scope of work**
11.2(19)	The tendered total of the Prices is	**R**
21.1	The plan identified in the Contract Data is contained in:	**Part C3.2**
24.1	***The key people are***:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	**CV's (and further key person's data including CVs) are in .**

Part C2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	**[29-32]**
C2.2	The *Price List*	**[33-45]**

C2.1: Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the *price list* 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 *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor*'s plan

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

Preparing the *price list*

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

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

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

Format of the *price list*
(From the example given in an Appendix within the TSC3 Guidance Notes)

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

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

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

NOTE: PREAMBLE TO THE PRICE LIST

1. **Take special note that the prices on the price list and provided by the supplier will be excluding vat.**

2. **All quantities given in the price list are provisional and are non-guaranteed. The rates and prices quoted in this contract shall cover all the obligations on all matters necessary for the proper completion of the provision of Industrial cleaning.**

3. **The *Contractor's* attention is drawn to the fact that the frequency of cleaning of the plant will fluctuate considerably, and the fluctuation must be considered in the prices and rates tendered.**

4. **Monthly payments will only be made to the *Contractor* upon completion of each cleaning activity and provided that the condition or state of the plant is to the satisfaction of the *Employer*.**

NOTE: PRELIMINARY AND GENERAL / MONTHLY COST (ASSESSMENT)

1. **Site Establishment, the rate shall cover the initial cost to the *Contractor* of providing for the requirements of the special and general conditions of the contract, and the works information. The Site Establishment will include but is not limited to: All facilities including change facilities with lockers, lunch facilities, storeroom facilities, equipment, and personnel, to allow the work to proceed. Approximately 6 - 8 Containers will be required. The *Employer* will provide movable ablution facilities to the *Contractor*, it will be the responsibility of the *Contractor* to ensure that the ablution facilities are connected to the site water supply range. Additionally, it is the *Contractor's* responsibility to maintain and keep the ablution facilities in clean conditions, safe, and locked at all times.**

2. **Monthly Cost (Assessment) the rates shall cover all the *Contractor's* time related cost in terms of the conditions of the contract and works information of operating and maintaining his/her facilities, equipment and personnel on site. The *Contractor* should take into consideration the cleaning industry sectorial determination rates and comply with the Labour Relations Act when pricing.**

3. **SHE Costing will include the following: Medical Surveillance for all employees, Safety File, all SHE Training requirements for employees and all the necessary first aid equipment and fire extinguisher. Furthermore each employee must undergo criminal clearance verification before entering the Eskom site (NKP).** *(SHE Costing requirements will be stipulated under – the price list C2.2).*

4. **Site De-establishment, the rate shall cover the cost to the *Contractor* for removing from the site all the facilities, equipment and personnel. This cost will be applicable only after the *Contractor* completed the 36 months contract.**

5. **All the Yellow Plant Equipment (Tipper Trucks / Front-End Load / Skid steer Loader) as well as the (Vacuum Truck Heavy Duty) requested in the Pricing list MUST be quoted / priced at wet rate and include the cost of the operator / driver.** *(Equipment Specification will be stipulated under section - Employer Service Information C3.1)*

6. **All the other required Equipment such as the Road Sweepers / Floor Sweepers and Scrubbers should be quoted / priced at wet rate.** *(Equipment Specification will be stipulated under section - Employer Service Information C3.1)*

7. **Industrial Cleaning activities - the rates against each item listed in the price list (C2.2) shall cover all cost of Industrial Cleaning of each plant area indicated in the scope of work (C3.1).**

8. **Tools & Consumables required for the contract / works will be specified and listed in the price list (C2.2) & in the *employer's service information* (C3.1)**

9. **Rope Access Cleaning (Inaccessible areas) / (Deep Cleaning) on Boilers U1-U6 on a as and when required basis. The Contractor will be required to provide the rates / price only on the price list (C2.2). Rope Access Cleaning will not form part of the Contract total value but will be paid under the Compensation Events of this contract.**

NOTE - IT IS MANDATORY FOR THE EMPLOYER & CONTRACTOR TO COMPLY WITH THE NATIONAL MINIMUM WAGE ACT 9 OF 2018 AS WELL AS THE BASIC CONDITIONS OF EMPLOYMENT ACT OF 1997 SOUTH AFRICA.

C2.2: The *Price List*

SCHEDULE A: PRELIMINARY & GENERAL

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	SITE ESTABLISHMENT	1	ONCE-OFF		
2	SITE DE-ESTABLISHMENT	1	ONCE-OFF		
3	SAFETY FILE	1	ONCE-OFF		

SCHEDULE B: SHE COSTING - YEARLY
(Note - This does not form part of the contract price, it is the guideline to assist in determining the SHE Costing per annum)

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	MEDICALS (ALL STAFF)	250	EACH		
2	SECURITY CLEARANCE CERTIFICATE (ALL STAFF)	250	EACH		
3	SUPERVISORS (SHE TRAINING)	9	EACH		
4	SHIFT SUPERVISORS (SHE TRAINING)	8	EACH		
5	FIRST AIDERS	5	EACH		
6	INCIDENT INVESTIGATOR	3	EACH		
7	MOBILE PLANT OPERATORS	14	EACH		
8	FIRE FIGHTING LEVEL 1	5	EACH		
9	FALL PROTECTION PLANNER	1	EACH		
10	RISK ASSESSOR	2	EACH		
11	FIRS AID BOX (WITH ALL RLEVANT CONTENTS)	5	EACH		
12	FIRE EXTINGUISHERS (1X FOR EACH OFFICE / 1X FOR EACH VEHICLE)	15	EACH		

SCHEDULE C: PPE (SABS & CI APPROVED) - YEARLY
(Note - This does not form part of the contract price, it is the guideline to assist in determining the PPE per annum)

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	HARD HAT WITH CHIN STRAP AND COMPANY LOGO	250	EACH		
2	SAFETY BOOTS / SHOES	250	EACH		
3	SAFETY GOGGLES/GLASSES (APPLICABLE FOR THE TYPE OF DUTY)	50	BOXES		
4	HEARING PROTECTION (1X PER PERSON) FREQUENTLY REPLACED / (EARPLUGS / EAR MUFFS)	250	EACH		
5	SAFETY GLOVES (APPLICABLE FOR THE TYPE OF DUTY)	250	EACH		
6	TWO PIECE OVERALL WITH COMPANY LOGO (2X PER PERSON)	500	EACH		
7	ACID PROOF OVERALLS WITH COMPANY LOGO (2X PER PERSON)	8	EACH		
8	REFELECTIVE VESTS (SUPERVISORS & COAL PLANT WORKERS)	55	EACH		
9	RAINCOAT (CABLE TUNNEL CREW & OTHER)	20	EACH		
10	GUMBOOTS (CABLE TUNNEL CREW & OTHER)	20	PAIRS		
11	TORCH RECHARGABLE / HEAD LAMP (FOR CABLE TUNNEL TEAM)	20	EACH		

SCHEDULE D: TRANSPORT MONTHLY

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	TRANSPORT COST FOR SHIFT (TO ACCOMMODATE ALL SHIFT WORKERS	1	MONTHLY		
2	TRANSPORT COST FOR NON-SHIFTS (TO ACCOMMODATE ALL NON-SHIFT WORKERS)	1	MONTHLY		
3	ON SITE TRANSPORT	1	MONTHLY		

SCHEDULE E: EQUIPMENT - (WET RATE) – MONTHLY
(Note – All Yellow plant equipment to include the operator / driver & all equipment is quoted at wet rate)

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
1	10m³ TIPPER TRUCKS - RATE TO INCLUDE THE OPERATOR / DRIVER	1	PER DAY	1095		
2	FRONT END LOADER - RATE TO INCLUDE THE OPERATOR / DRIVER	1	PER DAY	1095		
3	SKID STEER LOADER - RATE TO INCLUDE THE OPERATOR / DRIVER	1	PER DAY	1095		
4	VACUUM TRUCK - RATE TO INCLUDE THE OPERATOR / DRIVER	1	PER DAY	1095		
5	HP GUN MACHINE - (1500 - 2000 BAR) - (INCLUDING 2X GRANITE NOZZLES)	1	PER DAY	1095		
6	ROAD SWEEPER - RIDE ON	2	PER DAY	1095		
7	FLOOR SWEEPER - RIDE ON	2	PER DAY	1095		
8	FLOOR SCRUBBER - RIDE ON	2	PER DAY	1095		
9	PORTABLE HEAVY DUTY VACUUM INDUSTRIAL CLEANERS	5	PER DAY	1095		

SCHEDULE F: TOOLS & CONSUMABLE – MONTHLY

(Note - This is only as and when broken, replenished or absolete items are provided to the Service Manager together with proof of purchase)

ITEM NO	DESCRIPTION	UNIT	RATE	TOTAL
1	WHEEL BARROWS	EACH		
2	SHOVEL SQUARE MOUTH STAINLESS STEEL	EACH		
3	PYROCHECK HOSES WITH CLAMPS	EACH		
4	DRAGLINE HOSE 50 - 150M (FOR HP GUN)	EACH		
5	BROOM 600MM HARD BRUSH	EACH		
6	BROOM 600MM SOFT BRUSH	EACH		
7	LONG STICK FEATHER DUSTERS	EACH		
8	RAGS / CLOTHS	EACH		
9	CHEMICAL / OIL SPILL KITS	EACH		
10	SAW DUST / ABSORBENT	EACH		
11	RUBBER SCRAPER WITH HANDLE	EACH		
12	RUBBISH / LITTER PICKER	EACH		
13	SWIMMING POOL LEAF NET WITH STICK	EACH		
14	BUCKET WITH WRINGER 36L INCLUDING MOP	EACH		
15	BUCKET 10L	EACH		
16	HEAVY DUTY BLACK BAGS	EACH		
17	DEGREASER	EACH		
18	MULTI-PURPOSE CLEANER	EACH		
19	DISPOSABLE OVERALLS (EACH TO BE REPLACED AFTER CONTAMINATION)	EACH		
20	DISPOSABLE DUST MASK FFP2 (EACH REPLACED AFTER CONTAMINATION)	EACH		

SCHEDULE G: MANPOWER COST (NORMAL TIME) - MONTHLY

SITE STAFF

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
1.1	SITE MANAGER	1	HRS	173		
1.2	STORE CLERK	1	HRS	173		
1.3	SITE SUPERVISORS	9	HRS	173		
1.4	SAFETY OFFICERS	2	HRS	173		

OPERATORS

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
2.1	HP GUN OPERATORS	2	HRS	173		
2.2	VACUUM TRUCK OPERATORS	4	HRS	173		
2.3	CRANE OPERATORS	2	HRS	173		
2.4	ROAD SWEEPER OPERATORS	2	HRS	173		
2.5	FLOOR SWEEPER OPERATORS	2	HRS	173		
2.6	FLOOR SCRUBBER OPERATORS	2	HRS	173		

SHIFT SUPERVISORS / WORKERS (BOILER PLANT)

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
3.1	SHIFT SUPERVISORS - (RATE TO INCLUDE SHIFT ALLOWANCE)	4	HRS	192		
3.2	SHIFT WORKERS - (25X PER SHIFT) - (RATE TO INCLUDE SHIFT ALLOWANCE)	100	HRS	192		

SHIFT SUPERVISORS / WORKERS (COAL PLANT)

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
4.1	SHIFT SUPERVISORS - (RATE TO INCLUDE SHIFT ALLOWANCE)	4	HRS	192		
4.2	SHIFT WORKERS - (10X PER SHIFT) - (RATE TO INCLUDE SHIFT ALLOWANCE)	40	HRS	192		

GENERAL WORKERS / CLEANERS

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
5.1	GENERAL WORKERS / CLEANERS (TURBINE & AUXILARIES)	25	HRS	173		
5.2	GENERAL WORKERS / CLEARERS (OUTSIDE PLANT AREAS)	25	HRS	173		
5.3	GENERAL WORKERS / CLEANERS (BOILER BASEMENT)	15	HRS	173		
5.4	GENERAL WORKERS / CLEANERS (CABLE TUNNELS)	10	HRS	173		

SCHEDULE H: MANPOWER OVERTIME RATES @ 1.5 & 2.0 - MONTHLY

ITEM NO	DESCRIPTION	UNIT	RATE @ 1.5	RATE @ 2.0	TOTAL
1	SITE SUPERVISORS	HRS			
2	HP GUN OPERATORS	HRS			
3	VACUUM TRUCK OPERATORS	HRS			
4	CRANE OPERATORS	HRS			
5	ROAD SWEEPER OPERATORS	HRS			
6	FLOOR SWEEPER OPERATORS	HRS			
7	FLOOR SCRUBBER OPERATORS	HRS			
8	GENERAL WORKERS / CLEANERS (TURBINE & AUXILARIES)	HRS			
9	GENERAL WORKERS / CLEARERS (OUTSIDE PLANT AREAS)	HRS			
10	GENERAL WORKERS / CLEANERS (BOILER BASEMENT)	HRS			
11	GENERAL WORKERS / CLEANERS (CABLE TUNNELS)	HRS			
12	SHIFT SUPERVISORS - BOILER & AUXILIARIES	HRS			
13	SHIFT WORKERS / GENERAL CLEANERS (25X PER SHIFT)	HRS			
14	SHIFT SUPERVISORS - COAL PLANT	HRS			
15	SHIFT WORKERS / GENERAL CLEANERS (10X PER SHIFT)	HRS			

SCHEDULE I: STANDBY ALLOWANCE - MONTHLY

ITEM NO	DECRIPTION	UNIT	RATE	TOTAL
1	FIXED RATE TO COVER ANY CALL OUT (SUPERVISORS / OPERATORS / TRANSPORT FOR STANDBY TEAM)	MONTHLY		

SCHEDULE J: BONUS PROVISION - YEARLY

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
1	SITE MANAGER	1	HRS	173		
2	STORE CLERK	1	HRS	173		
3	SITE SUPERVISORS	9	HRS	173		
4	SAFETY OFFICERS	2	HRS	173		
5	HP GUN OPERATORS	2	HRS	173		
6	VACUUM TRUCK OPERATORS	4	HRS	173		
7	CRANE OPERATORS	2	HRS	173		
8	ROAD SWEEPER OPERATORS	2	HRS	173		
9	FLOOR SWEEPER OPERATORS	2	HRS	173		
10	FLOOR SCRUBBER OPERATORS	2	HRS	173		
11	SHIFT SUPERVISORS	8	HRS	173		

12	SHIFT WORKERS	140	HRS	173		
13	GENERAL WORKERS / CLEANERS (TURBINE & AUXILARIES)	25	HRS	173		
14	GENERAL WORKERS / CLEARERS (OUTSIDE PLANT AREAS)	25	HRS	173		
15	GENERAL WORKERS / CLEANERS (BOILER BASEMENT)	15	HRS	173		
16	GENERAL WORKERS / CLEANERS (CABLE TUNNELS)	10	HRS	173		

SCHEDULE TOTALS:

A	**PRELIMINARY & GENERAL**	**R**
B	**SHE COSTING**	**R**
C	**PPE**	**R**
D	**TRANSPORT**	**R**
E	**EQUIPMENT**	**R**
F	**TOOL & CONSUMABLES**	**R**
G	**MANPOWER @ NORMAL TIME**	**R**
H	**MANPOWER @ OVERTIME**	**R**
I	**STANDBY ALLOWANCE**	**R**
J	**BONUS PROVISION**	**R**
		R

Tenderer:

Signature .....

Name(s) .....

Date: .....

Schedule K - Additional Schedule for Rope Access Cleaning Crew:

(Note - This is only on a as and when required basis, the price does not form part of the contract total this will be for Compensation Events)
(Note – The rate quoted / priced should include any shift allowance / overtime cost)

ITEM NO	DESCRIPTION	QTY	UNIT	EXPECTED QTY	RATE	TOTAL
1	ROPE ACCESS TECHNICIAN LEVEL 3	2	HRS	224		
2	ROPE ACCESS TECHNICIAN LEVEL 2	4	HRS	224		
3	ROPE ACCESS TECHNICIAN LEVEL 1	4	HRS	224		
4	PPE & MEDICALS	1	ONCE OFF	1		
5	CONSUMABLES & TOOLS	1	ONCE OFF	1		
6	TRANSPORT	1	PER UNIT	6		
7	SAFETY FILE	1	ONCE OFF	1		

Tenderer:

Signature .....

Name(s) .....

Date: .....

Part C3: Scope of Work

Document reference	Title	No of pages
C3.1	*Employer's* Service Information	**[47-93]**
C3.2	*Contractor's* Service Information	**[95]**

C3.1 *Employer's* Service Information

1. DESCRIPTION OF THE *SERVICE REQUIRED:*

INDUSTRIAL CLEANING – BOILERS U1-U6, TURBINE PLANT AREAS & OUTSIDE PLANT AREAS

1.1.1 Spillage Handling (Ash / Oil / Coal and Soil) at Duvha Power Station.

1.1.2 The Provision of All Materials, Equipment, Tools, Consumables, Labour, Chemicals and each expense necessary to carry out the Industrial Cleaning Scope of Work at Duvha Power Station.

1.1.3 The Provision of Plant and Services as may be necessary, such as the supply, erection etc. of all mechanical, structural, moving and other equipment to provide a complete service in terms of the scope of work for Industrial Cleaning.

1.1.4 In General, the applied cleaning methods should utilise mechanised cleaning machinery or Vacuum plant. Only in those areas where mechanised cleaning machinery or vacuum plant is not viable, then manual cleaning methods or water washing will be applicable.

1.1.5 ***Cleaning Machinery and Equipment must be*:**

- highly reliable
- Robust (heavy duty type of equipment)
- Cost Effective (low cost pertaining to - diesel/oil/petrol/ hybrid)
- Low Maintenance (to reduce time and breakdowns)

1.1.6 ***All Equipment specification*** which are for Industrial Cleaning at Duvha Power Station:

- Vacuum Equipment in and around the Boilers Units 1 - 6 – *Mobile Heavy Duty Vacuum Truck*, to facilitate multi-functional employment amongst which, vacuum raising for vacuum cleaning, clearing of coal and ash spillages, emergency removal of fly-ash from the Fabric Filter Plant / Precipitator Hoppers, emptying of sumps, cleaning pipe trenches and lastly vacuum all areas that can not being cleaned when the unit is on load (Unit on Outage etc.)

- *Special note for Vacuum Equipment* – it is the responsibility of the Contractor to provide heat resistant, flexible hoses needed at the areas to be cleaned, furthermore the Contractor will be responsible for the connection of vacuum cleaning equipment to the vacuum Cleaning Pipe System.

- HP Jetting Machine 1500 - 2000 bar with 2x Granite nozzles sizes (1/2" & 2") are required to clear / clean drains from blockages and other multi-purpose activities around Duvha Power Station.

- Yellow Plant Equipment - 10m³ Tipper Trucks are required for the load / transportation of coal rejects and ash on site.

- Yellow Plant Equipment - Front End Loader with bucket volume of 2.4m³ to load all rejects and ash on to the trucks.

- Yellow Plant Equipment - Skid steer Loader preferably Case SR130B or Bobcat S450 with a bucket this will be required to assist various activities in and outside the Plant.

- Road Sweepers must be ride on equipment and be fitted with safety belt and lights, this equipment will be used to sweep the roads in and around the station.

- Floor Sweepers must be ride on equipment and be fitted with safety belt and lights, the sweepers will be utilised in the boiler plant areas.

- Floor Scrubbers must be ride on equipment and be fitted with safety belt and lights, the scrubbers will be utilised in the Turbine plant areas.

- Portable Heavy Duty Heat Resistant Industrial Vacuum Cleaners to be used to vacuum clean the Boiler House landing from 18ML to 100ML

1.1.7 *Lighting:* The Contractor at his/her own expense provides temporary local lighting when required.

1.1.8 Boilers U1-U6 Rope Access Cleaning / Deep Cleaning on all Inaccessible Area Cleaning as and when requested / required by the *Employer*.

Note to the Contractor *– All Equipment / Mobile Cleaning Machinery will be inspected by an Eskom Representative. The Equipment / Machinery must have updated full inspection or service history information and presented to the Eskom Representative. The equipment / machinery manual must also be available if requested.*

C3.1 *Employer's* Service Information (Continued)

SPECIFIC SCOPE OF WORK:

The objective of the Industrial Cleaning Contract is to achieve and maintain a clean plant. The following information and schedules only indicate the Employer's estimate, of the cleaning activities and time intervals of the works required on the different types and areas of the plant. It remains the Contractor's responsibility to ensure that the estimates are sufficient and to adjust these estimates whenever necessary and ensure that the areas of the plant are kept clean.

INDEX OF PLANT AREAS:

1. Turbine House and Auxiliaries
2. Boiler House and Auxiliaries
3. Fabric Filter Plant / Precipitators / Ash Plant & Auxiliaries
4. Coal Plant
5. Workshops (Inside Plant)
6. Remaining Areas (Inside Plant)
7. Water Treatment Plant and LP Services
8. Cooling Water Plants
9. Hydrogen Plant
10. Fuel Oil Plants (North & South)
11. Dirty Drains and V-ditches
12. Ash Lines
13. Switch Gear Rooms and Sub Stations
14. Workshops (Outside Plant)
15. Remaining Areas (Outside Plant)

1. TURBINE HOUSE AND AUXILIARIES

1.1 Boundaries

a) At the Turbine House, the boundary will be a straight line half way between the turbine on the one unit and the generator of the adjacent unit. Where there is no adjacent unit, the boundary will be at the turbine house wall (Units 1 and 6) from 0 ml to 33 ml.

b) Included in the turbine house are the structures and plant located outside the turbine house. [Transformer bays, electrical switch rooms (MV and LV), Battery rooms, Equipment rooms, Station board rooms (1, 2, and dc), diesel gen] excluding auxiliary staircases, offices, corridors between the offices, control rooms, kitchens and toilets.

c) Included is all cable racks, cable and pipe trenches and tunnels logically belonging to the associated turbine area.

1.2 Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned in the turbine house is expected to be normal dust settling on plant and equipment and oil and grease spilling from and over machinery, as a result of normal duties. Spillages are expected to be limited to oil spills only.

1.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean.	1 x daily	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean.	1 x daily	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean	Daily	
Electric plugs	Dust and damp clean.	1 x Daily	
Light fittings	Dust and damp clean,	1 x Weekly	
Pumps	Water wash and remove oil and grease, alternatively dust and damp clean	1 x Daily	Take care when cleaning moving/rotating plant
Gearboxes	Dust remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Daily	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively dust and damp clean	1 x Daily	
Valves	Water wash and remove oil and grease, alternatively dust and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Oil tanks	Dust, remove oil and grease and damp clean	1 x Daily	No water or detergent to enter the tank
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	

Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection	
Turbine	Sweep and damp clean	1 x weekly	Do not tamper with instrumentation
Pipes, heat exchangers, vessels etc.	Dust and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Fans and fan ducting	Dust and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Boiler feed pumps	Dust and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Stator cooling system	Dust and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Generator	Dust and damp clean	1 x Weekly	Do not tamper with instrumentation
H2 system	Water wash	1 x Weekly	No smoking
C02 system	Water wash	1 x Weekly	
Drip trays	Empty into receptacle, clean and place back	Daily	
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	1 x Weekly	
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures	Sweep and clean	1 x Monthly	Wear safety belts where required
Turbine house roof, structure and roof gutters	Dust, clean and pick up all rubbish, rubble discards and clean	1 x Monthly	Wear safety belts
Walls	Water wash and scrub, alternatively sweep, dust, damp clean and scrub		
Concrete stairwells	Dost and scrub		
Steel stairwells	Dust, sweep an pick up all rubbish, rubble and discards	2 x Weekly	

Auxiliary bay lifts	Sweep and damp clean	2 x Weekly	
Hand rails	Dust and damp clean	2 x Weekly	
DST and DST storage tank	Dust and sweep the area around	2 x Weekly	Take care when cleaning plant under high pressure and high temperature

2. BOILER HOUSE AND AUXILIARIES

2.1 Boundaries

At the boiler house, a straight line halfway between two adjacent boiler houses will form the boundary. On the outsides of Unit 1 and 6 (no adjacent boiler house) the outer walls will form the boundaries. From 0 ml to 100 ml.

Included in the boiler house area are:

- The ash box (located at the boiler bottom) with all associated sumps, pumps and auxiliaries.
- Included is all electrical switch rooms located within the above-mentioned area e.g. precipitator rooms unit 1 to unit 3, etc.
- Boiler steam pipe and water pipes, PF pipes associated with ducting as well as draught group (FD Fans, ID fans and Air heaters).
- Cable tunnels from unit 1 to 6, as well as small rooms inside the tunnels.
- Station boiler drains and storm water drains.

2.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned in the boiler house is expected to be coal, ash, PF and normal dust settling on plant and equipment and oil and grease spilling from and over machinery, as a result of normal duties. Coal and ash dust is expected to be of high significance. Spillage of coal and ash may be significant; oil spills are expected to be minor. Unblocking of boiler drains, sluiceway, ash and bilge sumps. (Unit 1 to 6).

2.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	1 x Weekly	Take care when cleaning moving/rotating plant
Electric panel boards	Sweep and damp clean	1 x Weekly	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	
Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant

Gearboxes	Dust; remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively dust and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively dust and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
All floor drains up to the road between the Boiler House and DHP	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	Unblock the drains when required.
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
RH and SH sootblower station	Dust and damp clean	2 weekly	Dust and wipe with a damp cloth
Chimney houses north and south	Clean with brooms, remove rubbish	Monthly	
Mills	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets, splash water allowed	Daily	Take care when cleaning moving/rotating plant No detergents to enter oil system and tank cover all electrical equipment with big plastic bags.
Mill reject box boxes	Remove rejects and raw coal around the mills	Daily	
Burners	Sweep, dust and damp clean. When required use detergents	1 x Weekly	
Pf burner boxes & ducting	Vacuum cleaned and dusted	1 x Daily	
Soot blowers	Dust and damp clean. When required use detergents	1 x Daily	
Drip trays	Empty into receptacle, clean and place back	Daily	
Mill coal bunkers	Externally sweep and damp clean, remove stones, clean belt structures, idlers free from coal	Daily	

Windows	Water wash	1 x Weekly	
Primary air, forced draught and induced draught fans and fan ducting (inclusive of ducting)	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets, splash water allowed	Daily	Take care when cleaning moving/rotating plant No detergents to enter oil system and tank
Air heaters (inclusive of ducting)	Sweep, dust,vacuum clean, degrease and damp clean using detergents when needed. No direct water jets, splash water allowed	Daily	Take care when cleaning moving/rotating plant No detergents to enter oil system and tank
Air vents, air and gas ducting	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets	Continuously	Take care when cleaning moving/rotating plant
Pipes, heat exchangers, vessels etc.	Sweep and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Basement floor	Floor sweeping with occasional water wash and sweep.	Daily	Keep area free from water and coal heaps
Basement floor drains (inclusive of cable tunnels drains)	Unblock them, using high press gun & or vacuum truck. Remove ash build up or solid ash, rubbish – cans, plastics and papers etc.	Weekly	Floor should be free from standing water
Grated floors	Dust, and pick up all rubbish, rubble and discards, water wash if necessary	Daily	
Cable racks and trenches	Sweep and vacuum clean wherever possible typical the top ones or above floor, alternatively sweep, dust and remove rubbish	1 x Weekly	No massive
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	1 x Weekly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	Take note of missing or broken grating
Structures, hangers and supports	Sweep and damp clean	1 x Weekly	Wear safety belts where required
Boiler house roof, structure and roof gutters	Dust, sweep and pick up all rubbish, rubble discards and clean	1 x Monthly	Wear safety belts
Boiler house walls, beams and structure	Sweep, dust , damp clean and scrub	1 x Weekly	
Cable tunnels including small rooms	Remove mud &coal reject, unblock drains with hp gun. Clean fire doors and lights cover with damp cloth.	Weekly	Use gumboots, cables to be free of mud and standing water. Take note of

	Remove papers, plastic all sort of rubbish		open drain inspection cover & loose hanging cable.
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Goods and passenger lifts	Sweep and damp clean	Daily	
Hand rails	Dust and damp clean	Daily	
SO_3 plant	Remove sulphur spillages, clean trays, keep the area free from sulphur spills after sulphur off-loading the product	1 x weekly	
Ash hopper overflow pipes, front & rear target nozzles	High pressure cleaning	As &when required	
Cleaning of sluiceway and screens	High pressure cleaning	Weekly	

2.4 MILLING PLANT SPECIFIC AREAS

1. Babcock Mills Unit 1 – 4
2. Loesche Mills Unit 5 – 6
3. Feeder Unit 1 – 6
4. Reject system Unit 1 – 6

Mills Boiler 1 - 4	
Activities 1 - 13 can be carried out while the Boiler / Mill is on load	
1.	Clean on top of mill classifier, around the PF Pods and vane adjustment mechanism
2.	Clean on top of mill Outlet ducting
3.	Clean on top of the PF Discharge ducting
4.	Clean PF on top of the Airbag gantry
5.	Clean PF on top of the Primary air ducting
6.	Clean PF on top of the mill motor
7.	Clean around mill Lube oil system
8.	Clean around the mill gearbox
9.	Clean PF on mill outer reject box
10.	Clean PF from mill base to mill barrel flange
11.	Clean all rejects removed by operating or running maintenance from outer reject box
12.	Clean underneath reject slope between mill and outer reject box flange joint
13	Clean dust from mill classifier body with feather duster
Activities 14 - 18 must be carried out while the mill is on outage for Opportunity Maintenance	
14.	Clean outer reject box on top of grating
15.	Clean outer reject box bottom cone during mill outage and /or Opportunity maintenance

16.	Clean outer reject box bottom cone during Boiler outage
17.	Clean reject trenches from water and rejects until access to reject lines are possible
18.	Clean all rejects and debris removed from mill and reject box that are dumped on provided area
Mills Boiler 5 - 6	
Activities 1 - 12 can be carried out while the Boiler / Mill is on load	
1.	Clean on top of mill classifier, around the PF Pods and vane adjustment mechanism
2.	Clean on top of mill Outlet ducting
3.	Clean on top of the PF Discharge ducting
4.	Clean PF on top of the Primary air ducting
5.	Clean PF on top of the mill motor
6.	Clean around mill Lube oil system
7.	Clean around the mill gearbox
8.	Clean PF on mill outer reject box
9.	Clean all rejects removed by operating or running maintenance from outer reject box
10.	Mill rocker arm gantry to be cleaned with broom and feather duster
11.	Clean enclosure at hydraulic cylinders
12.	Clean dust from mill classifier body with feather duster
Activities 13 - 16 must be carried out while the mill is on outage for Opportunity Maintenance	
13.	Clean outer reject box on top of grating
14.	Clean outer reject box bottom cone during mill outage and /or Opportunity maintenance
15.	Clean outer reject box bottom cone during Boiler outage
16.	Clean all rejects and debris removed from mill and reject box that are dumped on provided area
Feeders Boiler 1 - 6	
Activities 1 - 2 can be carried out while the Boiler / Mill is on load	
1.	Clean feeder externally
2.	Clean area around feeder
Activities 3 - 4 must be carried out while the mill is on outage for Opportunity Maintenance	
3.	Clean feeder internally
4.	Clean area around feeder
Reject System - Boiler 1 - 6	
Activities 1 - 3 can be carried out while the Boiler / Mill is on load	
1.	Clean PF on top of the mill motor
2.	Clean around mill Lube oil system
3.	Clean around the mill gearbox

NOTE: No fixed vacuum raising plant for vacuum cleaning will be installed and the system is reliant on the contractor's vacuum equipment.

The Cleaning Contractor is responsible for the provision of the flexible hoses as needed at the areas to be cleaned.

The connection of the cleaning contractor's vacuum cleaning equipment to the vacuum cleaning pipe system is the responsibility of the cleaning contractor. Changes to the vacuum cleaning pipe systems connection couplings can only be made after agreement from the Employer's Delegate.

Small Portable Vacuums should be used frequently to reduce excessive amount of dust.

Part of Boiler Oil Burners – remove and install as per the client requirement at any time, during unit shutdown they are removed and placed aside then during return to service oil burners should be replaced as per the client's call.

Boiler should be vacuumed cleaned 4 times a year, action plan should be submitted before deep cleaning, each level cleaned will be assessed by the service manager and give a go ahead should the area be cleaned as required. On completion of boiler unit cleaning a complete report should be forwarded to the service manager.

Boiler cable tunnels requires gumboots to be used when working around the area & ensure there are sufficient lightings.

Boiler 0ML – 100 ML / Basement / Mill Feeder and Coal Plant is a 24 hour service – have a cleaning crew to take care of spillages and cleaning of basement after ashing is done and completed. Coal plants also remove coal spillages and clean after belt snap, offload coal on belts.

Cleaning of Mills components some areas use vacuum truck/system.

Mill feeders at 16m levels – unblock coal hang-ups using necessary tools to open the feeder cover and clean the surroundings areas after coal dumped on floor.

3. FABRIC FILTER / PRECIPITATOR PLANT/DHP (U1 – 6) / ASH PLANT & AUXILIARIES

3.1 Boundaries

A) The fabric filter / precipitator plant area extends from the road on the boiler house side (inside the building) onto the road below the terrace, behind the flue gas stack.

B) The flue exhaust ducting from the fabric filter / precipitator plant including the induced draught fans and the flue gas stack will be included in the fabric filter / precipitator plant area.

C) Included in this area are all electrical switch rooms, structures and buildings containing compressor and auxiliary equipment providing a service to or located within the fabric filter / precipitator plant.

D) All plant and equipment of the fly ash transport system located within, belonging to or passing through the above-mentioned fabric filter / precipitator plant is deemed to belong to the fabric filter plant / precipitator concerned.

3.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned in the Fabric Filter / Precipitator Plant /DHP is expected to be ash and normal dust settling on plant and equipment as result of normal duties. Ash dust is expected to of significance. Spillages of ash may be significant; oil spills are expected to be minor. At times ash is dumped on ground if a hopper is too full, dust Ash should be removed.

3.3 Estimated Industrial Cleaning needs

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	1 x weekly	Take care when cleaning moving/rotating plant
Electric panel boards	Sweep and damp clean	1 x weekly	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	
Electric plugs	Sweep and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Telephone cubicles	Dust and damp clean	Daily	
Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Gearboxes	Dust, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump. Ash sumps to be cleaned after ash dumped on floor	Daily inspection After dumping	

Sluiceways & screens	High pressure cleaning, unblock sluiceways, free from ash	Weekly or when blocked	
FFP & ESP floors	Use water and flexible pipes, clean floors, remove ash heap	Daily	
DHP floors	Clean with water and flexible pipe	Daily	
Ash pipes	Remove ash underneath pipes and remove grass weeds, remove papers, plastics & old spares.	Monthly	
Air vents, air and gas ducting	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets	Continuously	Take care when cleaning moving/rotating plant
Pipes, heat exchangers, vessels etc.	Sweep and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Sweep and damp clean	1 x Weekly	Wear safety belts where required
Fabric filter / precipitator plant roof, structure and roof gutters	Dust, sweep and pick up all rubbish, rubble discards and clean	1 x Monthly	Wear safety belts
Fabric filter / precipitator plant house walls, beams and structure	Sweep, dust , damp clean and scrub	1 x Weekly	
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Hand rails	Dust and damp clean	Daily	

Note: No fixed vacuum raising plant for vacuum cleaning will be installed and the system is reliant on the Contractor's vacuum equipment.

The Cleaning Contractor is responsible for the provision of the flexible hoses needed to be used at the areas to be cleaned. The connection of the cleaning contractors vacuum cleaning equipment to the vacuum cleaning pipe system is the responsibility of the cleaning contractor. Changes to the vacuum cleaning pipe systems connection couplings can only be made after agreement from the Employer's Contract Manager.

4. COAL PLANT

4.1 Boundaries

a) All coal conveying, transfer, from coal staithe 9 conveyors up to and including the transfer point located at the boiler house (42 ml).
b) All drive houses, transfer houses and support structures in the areas of the systems.

4.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned in the coal plant is expected to be coarse and fine coal settling on plant and equipment as result of normal duties. Also, equipment may be contaminated with oil and grease as a result of normal duties. Amounts of coarse and fine coal are expected to be significant**. Spillages of coal may be significant**; oil spills are expected to be minor.

4.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors and Electric plugs	Dust and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	1 x Weekly	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean	1 x Weekly	Open panels not to be
Switch and control boxes	Dust and damp clean, no direct water jets	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x monthly	
Telephone cubicles	Dust and damp clean	Daily	
Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Gearboxes	Dust, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	

Dust bins	Empty into local rubbish container and clean	Daily	
Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection	
De-gritting sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection	Permit to work
Conveyors	Sweep, vacuum clean, degrease and damp clean using detergents when needed	Daily	Take care when cleaning moving / rotating plant No detergents to enter oil
Windows	Water wash	Daily	
Floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Cable racks and trenches	Dust and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Dust and damp clean	Daily	Wear safety belts where required
Coal house walls, beams and structure	Sweep, dust , damp clean and scrub	Daily	

Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Hand rails	Dust and damp clean	Daily	
Oversize coal/stones	Remove using wheel barrow	Daily	
Rubbish bin	Empty and clean with damp cloth	Daily	

NOTE: LIGHTING - THE *CONTRACTOR* AT HIS OWN EXPENSE PROVIDES TEMPORARY LOCAL LIGHTING WHEN REQUIRED.

5. WORKSHOP AREA (INSIDE PLANT)

5.1 Boundaries

All workshops in the station. Included in this area are all workshops in the station [EMD UNIT 1-3, EMD UNIT 4 -6, C&I UNIT 1-3, C&I UNIT 4-6 and Battery Rooms]

5.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned is expected to be loose discards and soil and dust settling on plant, equipment, sludge, oil, chemical and water spills.

5.3 Estimated Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Lathe	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Electric panel boards	Sweep and damp clean	1x Weekly	Open panels not to be cleaned
Milling machine	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/
Electric plugs	Sweep and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Hydraulic presser	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Shaping machine	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Grinding machine	Dust and damp clean, avoid direct water jets	1 x Weekly	Take care when cleaning moving machines
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	

Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	

6. REMAINING AREAS (INSIDE PLANT)

6.1 Boundaries

All production and auxiliary plant, equipment, buildings or structures not mentioned in the previously described plant areas up to 10 meters from such area or the nearest road, whichever is nearest.

6.2 Expected Nature Of Rubbish And Dirt

The nature of the rubbish and dirt may vary from area to area and may be expected to be limited to settling of dust on plant and equipment during normal use. Also, plant may be contaminated with oil and grease as result of normal running. Spillages may in be any material that is handled within such plant and may, amongst others, include ash, coal, lubricating oil, grease or fuel oil bunker 150).

7. WATER TREATMENT PLANT AND LP SERVICES

7.1 Boundaries

The area includes the pre-treatment room, flash mixers, clarifiers, sand filters, demin plant, demin tanks, off-loading facilities, pump and compressor house (lp services), and all sumps and channels.

7.2 Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned is expected to be soil and dust settling on plant, equipment and floors and loose discarded materials. Spillages may occur occasionally and in the water plant are in majority expected to be watery solutions of chemicals which amongst others may include sulphuric acid, ammonia, caustic soda etc., all to be treated with care.

7.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	1 x Daily	Take care when cleaning moving/rotating plant
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	

Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	
Telephone cubicles	Dust and damp clean	Daily	
Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Gearboxes	Dust, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Lp services	Clean oil spillages around the area, especially on hired diesel compressor	Daily	
Concrete and paved floors	Water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Effluent sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Once in 3 monthly inspection and clean once a year	A permit and a gas test is required before gaining access.
Sludge sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	2 x Monthly Inspection and clean 2 x year	Permit to work
Windows	Water wash	Weekly	
Air vents, air and gas ducting	Dust, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets	Continuously	Take care when cleaning moving/rotating plant

Pipes, vessels etc.	Dust and damp clean	Continuously	
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Dust and damp clean	1 x Weekly	Wear safety belts where required
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Hand rails	Dust and damp clean	Daily	
Clarifiers and filter channels and filters (6 no)	Clean walls and remove dirt	4 x Yearly	
Acid and caustic tanks and bund area	Wash down spills	1 x Weekly	

8. COOLING WATER PLANTS

8.1 Boundaries

This area includes six wet cooling towers, auxiliary cooling plant, two cooling water pump houses with six vertical cooling water pumps, AWR Process Pump House and Cooling Water Treatment Plant whose boundaries include the following: Acid tank and bund and off- loading bay.

8.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned is expected to be loose discards and soil and dust settling on plant, equipment, sludge, oil, chemical and water spills.

8.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	1 x Weekly	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean	1 x Weekly	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	
Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Telephone cubicles	Dust and damp clean	Daily	
Pumps	Water wash and remove oil and grease, alternatively damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Gearboxes	Dust, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	1 x Weekly	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection	
De-gritting sumps	As need be vacuum suck empty, keep different substances separate and dispose	Daily inspection	Permit to work

	of according to requirements associated and water wash sump		
Windows	Water wash	Daily	
Air vents and ducting	Dust, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets	Continuously	Take care when cleaning moving/rotating plant
Pipes, heat exchangers, vessels etc.	Dust and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Cable racks and trenches	Dust and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Weekly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Dust, Sweep and damp clean	1 x Weekly	Wear safety belts where required
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
AWR & process pumps	Clean pumps and floor	2 x Weekly	Take care when cleaning moving/rotating plant

9. HYDROGEN PLANT

9.1 Boundaries

All plant, equipment and buildings belonging to the hydrogen plant located across the road adjacent to unit 2. Including all pipe, cable and drain trenches, containing equipment which provides a service to the hydrogen plant.

9.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned in the hydrogen plant is expected to be limited to dust settlement and oil contamination as result of normal plant operations. Spillages of water, contaminated with chemicals (caustic soda) may occur occasionally while oil spills are expected to be minor.

9.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean.	1 x Weekly	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean	1 x Weekly	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	
Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Telephone cubicles	Dust and damp clean	Daily	
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	1 x Weekly	Take care when cleaning moving/rotating plant
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Windows	Water wash	Daily	

Pipes, heat exchangers, vessels etc.	Sweep and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Cable racks and trenches	Dust and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Dust and damp clean	1 x Weekly	Wear safety belts where required
Hand rails	Dust and damp clean	Daily	
Station drains	HP Cleaned, unblocked and Vacuumed	2 x Yearly	PPE

10. FUEL OIL PLANT

10.1 Boundaries

A) Fuel oil off-loading station
All plant, equipment and buildings erected and/or supporting the off-loading of fuel oil road tankers. Including in this area are all pipe, cable, tank and drain trenches up to the fuel oil pumping plant.

B) Fuel oil plant
All plant, equipment, buildings, tanks located at the North and South side of the power generating plant, pumping or holding fuel oil. Included are all pipes, cables, sumps and drain trenches, up to the main building of the power generating plant.

10.2 Expected Nature of Rubbish and Dirt

A) Fuel oil off-loading station
The nature of dirt to be removed is expected to be bunker 150 oil/catlight settlements, dust and general rubbish. Spillages during tanker off-loading are expected to be regular but of minor quantities, major spillages may occur occasionally.

B) Fuel oil pumping plant
The nature of dirt to be removed is expected to be bunker 150 oil/catlight settlements and dust. Spillages are expected to be regular but of minor quantities, major spillages may occur occasionally.

10.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Electric motors	Dust and damp clean	Daily	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean	1 x Weekly	Open panels not to be cleaned
Switch and control boxes	Dust and damp clean, avoid direct water jets	Daily	
Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Telephone cubicles	Dust and damp clean	Daily	
Pumps	Dust and damp clean	Daily	Take care when cleaning moving/rotating plant
Gearboxes	Dust, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively dust and damp clean	Daily	
Valves	Water wash and remove oil and grease, alternatively dust and damp clean	Daily	Take care when cleaning moving/rotating equipment
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	Daily	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	Daily	
Dust bins	Empty into local rubbish container and clean	Daily	
Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	

Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection	
Drip trays	Empty into receptacle, clean and place back	Daily	
Windows	Water wash	Daily	
Air vents, air and gas ducting	Dust, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets	Continuously	Take care when cleaning moving/rotating plant
Pipes, heaters, vessels etc.	Sweep and damp clean	Continuously	Be aware of hot pipes and defective un insulated areas
Cable racks and trenches	Dust and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Dust and damp clean	1 x Weekly	Wear safety belts where required
Roofs, structures and roof gutters	Dust, sweep and pick up all rubbish, rubble discards and clean	1 x Monthly	Wear safety belts
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Hand rails	Dust and damp clean	Daily	

11. DIRTY OIL STORE DRAINS AND V-DITCHES

11.1 Boundaries

All equipment within fencing and all dam channels including the septic tanks from portable/mobile toilets

11.2 Expected Nature of Rubbish and Dirt

Hazardous sludge and debris, chemical spills, oil spills, sludge removal, removal of absorbent materials.

11.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Drains and v ditches	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	
Pipes	Dust and damp clean	Continuously	
Floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	
Cable racks and trenches	Dust and vacuum clean wherever possible, alternatively sweep, dust and remove rubbish	Monthly	
Pipe trenches	Dust and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Monthly	
Pipe racks	Water wash and vacuum clean	Monthly	
Concrete trenches Channels	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove rubbish	Weekly	
Trench grating	Pick up all rubbish, rubble, discard spares and clean	2 x Weekly	
Structures, hangers and supports	Sweep and damp clean	1 x Weekly	Wear safety belts where
Steel stairwells	Dust, sweep and pick up all rubbish, rubble discards	2 x Weekly	
Hand rails	Dust and damp clean	Daily	

Grit removal	Supply grit collecting bins and empty when full	Weekly	
Degrit sumps	Drain and remove grit/debris	4 x Yearly	
Oil separators	Drain and degrease Drain and wash down	4 x Yearly 2 x Monthly	
Oil sump, oil tank, and bunds	Wipe down and de-grease	Weekly	

12. ASH LINES

12.1 Boundaries

The area includes all seven ash lines from unit 1 up until the distribution point.

12.2 Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned is expected to be Ash and all other debris that might be around or be found lying around the lines. All Ash spillages due to pipe burst or any other mechanism that can result with ash being spilled up, including any growth that might be grass or any other type of plant that is not indigenous plant should be removed. Report any leaks that might be found at the plant under normal or abnormal condition.

12.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Ash Spillages	Remove and discard using the correct method to discard at the appropriate place	If and when required	Beware of snakes and any other dangerous insects

13. SWITCH GEAR ROOMS AND SUBSTATIONS

13.3 Expected Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Sub Stations	Dust the panels and sweep the floor	1 x week	Enter using the correct method
Transformers Bay	Pick all debris that might be around	1 x week	Enter using the correct method

14. WORKSHOP AREA (OUTSIDE PLANT)

14.1 Boundaries

All workshops in the station and the Maintenance Training area. Included in this area are all workshops in the station [EMD Outside Plant, C&I Outside Plant, Stores, New Store Area, Maintenance Training, HMD Workshop, Platershop].

14.2 Expected Nature of Rubbish and Dirt

The nature of the rubbish and dirt to be cleaned is expected to be loose discards and soil and dust settling on plant, equipment, sludge, oil, chemical and water spills.

14.3 Estimated Industrial Cleaning Needs:

Equipment to be cleaned	Methods	Frequency	Remarks
Lathe	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Electric panel boards	Dust and damp clean	1x Weekly	Open panels not to be cleaned
Milling machine	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/
Electric plugs	Dust and damp clean	Daily	
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	1 x Monthly	
Hydraulic presser	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Shaping machine	Dust and damp clean, avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Grinding machine	Dust and damp clean, avoid direct water jets	1 x Weekly	Take care when cleaning moving/
Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	1 x Weekly	
Fire extinguishers, hydrants and hose reels	Dust and damp clean	1 x Weekly	
Dust bins	Empty into local rubbish container and clean	Daily	
Concrete floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	

Pedestals	Water wash and scrub, alternatively dust, scrub and clean	1 x Weekly	

15. REMAINING AREAS (OUTSIDE PALNT)

15.1 Boundaries

All production and auxiliary plant, equipment, buildings or structures not mentioned in the previously described plant areas up to 10 meters from such area or the nearest road, whichever is nearest including ash line from unit1 to the distribution point.

15.2 Expected Nature Of Rubbish And Dirt

The nature of the rubbish and dirt may vary from area to area and may be expected to be limited to settling of dust on plant and equipment during normal use. Also, plant may be contaminated with oil and grease as result of normal running. Spillages may in be any material that is handled within such plant and may, amongst others, include ash, coal, lubricating oil, grease or fuel oil bunker 150).

Additional Works Information - *Employer*'s requirements for the *service:*

- The Cleaning Contractor commits to participate in, and maintain, a NOSA 5 star rating.
- Cleaning staff shall at all times be presentable and conduct themselves in accordance with Duvha Power Station accepted practices.
- Under no circumstances will the contractor's staff wear the employer's overalls or hats.
- The correct PPE must be worn at all times whilst working on the plant.
- The Contractor provides qualified labour for the service.
- The Contractor provides tools, gear, equipment and consumables to carry out the work.
- The Contractor ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying to the OSH Act and Construction Regulations.
- The Contractor plans and executes the work and provides a detailed plan for each activity.
- The Contractor performs quality control on own work as per pre-approved control plans.
- The Contractor performs work within the specified period and to the acceptable quality standard.
- The Contractor must ensure that the cleaners are always supervised adequately (including night shift, weekends and public holidays).
- The Contractor to ensure that his/ her employees are not using Eskom Duvha equipment, transport and not sleeping at work or inside the plant.
- The Contractor should ensure that Eskom Duvha change rooms and offices are not used by his staff.
- **REMAINING AREAS: WILL COVER SCOPE OF WORK MISSED AND NOT COVERED FROM THE ABOVE-MENTIONED PLANT AREAS OR NEW INCOMING AREAS/PLANT.**
- **THE CONTRACTOR SHOULD REPORT ANY DEFECT NOTICED ON PLANT WHILE WORKING TYPICAL ASH/PF LEAKS TO AVOID WORKING ON ONE AREA ALL THE TIME.**
- **POOR HOUSEKEEPING IS NOT ALLOWED, ALL SCRAPS SHOULD BE REMOVED ON PLANT AND DISCARD ACCORDINGLY**

Contract Change Management:

Amendment of Scope of Work or Schedule

- Eskom the Employer may at any time amend, alter, or vary the scope and extend the service and the Contractor shall be obliged to execute such amendments.
- Should any such variation or amendment have effect that the Contractor incurs addition cost thereby, the Employer shall be obliged to compensate the Contractor for the reasonable cost thereof. Furthermore, should the 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 the Employer.
- Should any such modification or variation occur, then such modification must be confirmed in writing by the Employer, and the proposed contract will then be amended accordingly before payment will take effect.
- No overtime claims shall be made by the Contractor or paid by the Employer whatsoever without prior approval of such overtime claim.
- Amendments to the scope of work will be paid as a compensation event.

Industrial Cleaning Philosophy

- Industrial Cleaning should utilise mechanical cleaning methods only. 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.

- The contractor should submit a clear cleaning method statement as a tender returnable.

The Method Statement should also include the following in details:

- 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, oil and pf leaks.
- Restricted areas, because of the dangers attached and regulatory

Definition of Clean:

There is no dust, ash, bird's droppings, cigarette buds, oil, lagging or other debris on or around the areas.

Equipment / Material Provided By The *Employer* For The Services:

Eskom will provide site including mobile ablution facilities for the Contractor and the Contractor must:

- Supply own storage, offices, dining/eating, change facilities and lockers for the employees (Approximately 6 - 8 Containers).
- Eskom's toilets shall not be used as change rooms.

Access Provided by the Employer to a Person, Service, Facility, Place or thing, including Restrictions if any:

In order to gain access to and clean restricted areas:

- All of the Contractor's Supervisors (4x people) shall be authorised in terms of ESKOM's Plant Safety and High Voltage Regulations(PSR- ORHVS). Such person shall have an experience background enabling him/her to appreciate the dangers attached to electrical equipment, mechanical plant and measurement and control systems to the satisfaction of ESKOM.
- It is the *Contractor's* responsibility to ensure that his supervisors are authorised within a period of 6 months after the awarding of the contract. ***NB: If the contractors supervisors are not authorised within the stipulated period, the contractor shall be liable for costs incurred with acquiring services of another AP/RP (Clause X17).***
- Will be cleaned under supervision of authorised persons **ONLY**.
- **Suitable PPE (Arc Flash)** will be provided by the Employer for these areas, training is provided by the employer at the employer's cost, only employees declared competent shall work on such areas.
- No training and authorisation no entry.
- To gain access in the restricted/prohibited area a LAR (Limited Access Register) must be filled in and signed. Contact a Eskom Representative for information regarding the location of the Registers.
- **Note: cell-phone should be switched off when entering restricted areas to prevent a unit trip.**
- Adhere to all safety signs or boards.
- Keys borrowed from any unit control room should be taken back after use, do not take the key with you – training to give more info.
- The contractor should make provision for the extra cleaning due to excessive pf leaks; dry dust leaks; water leaks; coal bunker leaks; ash and coal spillages.

The following areas are access controlled:

1. Cable Tunnels
2. Mill Trenches (Permit, Gas Tests, etc)
3. All Confined Spaces
4. Restricted Areas

Specification:

- Whenever cleaning is done in elevated positions the area underneath is barricaded.
- No water washing is allowed without the written approval of the Employer.
- Under no circumstances will water be allowed on any hot pipes or near any electrical equipment.
- Cell phone or two-way radios must be switched off before entering the restricted areas.
- Extra Precaution must be observed when cleaning around the Pyro-Meter areas (RHS 45ML & 22 ML and (LHS) 45ML & 22ML

Site Regulations and Safe Working Practices:

The Contractor performs all works in accordance with the site regulations and regulations regarding controlled access, storage of materials, safe working practices.

The Contractor shall comply with regulations, which pertain to security and the control access of people and equipment to the Power Station.

The Contractor assesses the problems and difficulties, which may be encountered. No extra payment or claim of any kind will be allowed, on account of providing reasonable access to other contractors or for the requirement of working adjacent to, or in the same area, as other contractors' operations. The contractor reports any potential matters of conflict for resolution by the Employer's delegate.

Particular care shall be taken when selecting cranes, hoist and scaffolding to prevent clashing with adjacent permanent or temporary works. Whenever a change in modus operandi takes place the Contractor submits a clear method statement indicating type of location, and usage of scaffolding, cranes and hoist plant for approval by the employer's delegate.

The Contractor provides Competent Operators / Drivers on all Mobile Cleaning Equipment and Yellow Plant Equipment

No machines or equipment shall be removed from site without the Employer's approval.

Conditions and Additional Clauses:

- ✓ The Contractor must be able to supply enough manpower to keep all Boiler & Turbine Plant Areas / Outside Plant areas clean.
- ✓ The Contractor must have formal appointments as per SHEQ profile i.e. SHE Rep,etc
- ✓ The Contractor to supply all materials for cleaning including solvents and detergents or areas when they are needed.
- ✓ The Contractor to ensure that all cleaning tools e.g. PPE, floor sweepers, floor scrubbers, road sweepers Yellow Plant Equipment, brooms etc to be in good working conditions at all times and the register of issuing must be kept updated at all times, and sent to the Employer each month.
- ✓ **The Contractor's overalls to be of a colour different from Eskom colour (Not Navy Blue) for ease of identification and it must have the name of the contractor on it.**
- ✓ The Contractor to provide proper PPE for work done in more dusty areas or when using chemicals e.g dust musk with filters / Disposable Overalls.
- ✓ R150.00 will be charged on the contractor for every contractor employee gate pass permit that is lost.
- ✓ The Contractor must have all the cleaning equipment, machinery, tools & consumables as required to carry out duties stipulated in the works information and proof of ownership or formal lease agreement will be submitted to the Employer.

- ✓ **NB – Each Plant area's workforce must have its own colour hard hat which will be given by the Service Manager (ex. Turbine = Yellow)**

Interpretation and Terminology

In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter. A copy of a Term Service contract Guide Notes will be issued in the site meeting to ensure that the contractor understand the terms and conditions of this contract.

Management Strategy and Start Up

All Meetings are Compulsory and shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers shall not be used for the purpose of confirming actions or instructions under the contract. These actions / instructions shall be done separately as per the NEC TSC3 documents and by the person identified in the conditions of the contract.

Management Meetings			
Description	**Time Intervals**	**Location**	**Attendance Required:**
Kick Off Meeting	1 Week before Contract Start Date	Ops Support Boardroom	Employer & Contract Owner / Project Manager
Plant Walk Down	Every Wednesday of the Month (or as instructed by Employer)	Duvha Power Station	Employer / Contract Owner
Monthly Meetings Contract Progress & Feedback, Assessments	Monthly on the 15th	Ops Support Boardroom / MS Teams	Employer & Contract Site Manager / Project Manager
Daily Site Meeting Daily planning and info sharing session	Daily	Contractor's Site	Service Manager / Contractor Supervisors / Employees
Contractor SHE Meetings	Monthly	Duvha Power Station	Employer's Rep / All Contractor Employees / Project Manager

The *Contractor*'s plan for The *Service:*

The Contractor is required to submit the Contractor's Plan with tenders returnable. The plan should also be submitted to the Employer (*Service Manager*) within 1 week before the start of the contract for acceptance. The Contractor's plan mut be in line with the Scope of Work. Read the NEC TSC guide notes for more information on what is required in the Contractor's Plan.

Contract Management, Supervision, Safety Officers, Operators and Key People:

- The Contractor keeps up to date organogramme on site showing his people and their lines of authority / communication.
- The Contractor keeps a daily attendance register, which must be signed off by the Contractor on monthly basis and filed for audit purposes.
- **Transportation of employees:**
  The Contractor use transportation purchased by contractor or sourced from local taxi association. Contact details of the Chairpersons of the different associations will be provided by the *Service Manager* on request.

- **Annual\Sick\Maternity\Family responsibility leave:**
  - When a staff member is off sick or on leave, Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is on leave.
  - Payment for the reliever will be for the Contractor and not the employee who is on leave.
  - **Absence:** When a staff member is absent, suspended or absconded the Contractor must arrange for reliever, which will be paid by the Contractor and not the employee who is absent. If no reliever was arranged the principal of "no work, no pay" will be applied as a low performance damage on the assessment.

- **Employee Salaries:**
  - Salaries of all the contractor staff must be in their bank accounts on the last working day of the month. Non-compliance will be considered as breach of contract.
  - Bonuses of all contractor staff must be in their bank accounts on 20 December of each year. Non-compliance will be considered as breach of contract.
  - Salaries and bonuses paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.
  - Payslips for each employee is compulsory and it must be according to the labour law standards.

- **Job Output:**
  - Every worker must have a job output describing in detail all duties to be performed by that person every day. The working hours, coffee/tea breaks, etc. must also be included in this job output.
  - The Contractor staff may not do any private jobs for Eskom employees, such as washing cars, doing shopping, acting as messengers, etc. during working hours. A Non-Conformance will be issued to the contractor if employee does not adhere to the above.
  - No alcohol, fire arms, knifes and other life threatening objects are allowed on the Eskom premises.

- **Contractor's responsibility:**
  - The Contractor must comply with the Occupational Health and Safety Act and Compensation of Occupational Injuries and Safety Act and Compensation of occupational Injuries and Diseases Act.
  - All the contractor's employees must be registered for UIF, Provident Fund and Workman's Compensation.
  - Induction is compulsory and will be done yearly by Eskom, but the Contractor will be liable for transport to the venue.
  - Yearly medicals are compulsory, and proof must be handed in to the *Employer*.

- **Uniforms and Protective Clothing:**
  - The Contractor must provide 2 sets of 2 piece overalls each year.
  - The Contractor must provide two pairs of safety shoes- Steel tip, close top SABS approved with rubber sole- NO SLIP-ON'S each year.
  - It is the Contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
  - All uniforms are to be replaced as and when necessary. This does not mean only at the beginning of each financial year.

All of the above must be in the correct sizes to fit the employee. Employees will not be allowed on Eskom premises without the correct PPE.

Key People:

The contractor shall provide a site manager or a project manager to supervise, monitor, control and co-ordinate all activities during the execution of this contract.

Minimum requirements of people employed

The following key people must meet the minimum requirements tabled under each designation

Site/Project Manager

- Technical Diploma NQFL 6
- OHS Act Regulations / Legislation
- Construction Regulations
- HIRA (Hazard Identification Risk Assessment)
- Incident Investigation – Using Root Cause Analysis Technique (RCAT)
- Planned Job Observations
- NEC 3 Knowledge / Training Course
- Minimum of 3 Years' Experience in Construction or Maintenance Environment
- Computer Literate
- Ability to obtain Authorisation as a 'Responsible Person" in terms of the Plant Safety Regulations at Duvha Power Station
- Evaluation, Analysing and decision-making skills
- Manage and lead the team to ensure proper adherence to the Contract Scope and Execution of all works by the team
- Manage daily activities on site
- Prioritise and allocate work
- Monitor progress and report progress
- Perform first line quality control

Supervisors

- Matric certificate
- OHS Act Regulations / Legislation
- Construction Regulations
- HIRA (Hazard Identification & Risk Assessment)
- WSWP & PJO (Written Safe Work Procedures and Planned Job Observations)
- Incident Investigation – Using Root Cause Analysis Technique (RCAT)
- Computer Literate
- Minimum 3 Years Power Station Experience
- Ability to obtain Authorisation as a 'Responsible Person" in terms of the Plant Safety Regulations at Duvha Power Station
- Supervise daily activities and do daily task-based risk assessments
- Prioritise and allocate work accordingly
- Monitor progress and report progress
- Report all defects identified in the plant
- Perform first line quality control

Safety Officers

- SAMTRAC Qualification NQFL 5 or Safety Management Diploma NQFL 5 (SACPCMP Registered)
- Safety training (HIRA / Incident Investigation / Legal liability / First Aid / Evacuation Officer / HazChem Training / COID Act / Fire Fighting)
- Minimum 3 Years' Experience on a Power Station & OHS Systems Experience
- Computer Literate
- Ability to obtain Authorisation as a 'Responsible Person" in terms of the Plant Safety Regulations at Duvha Power Station
- Monitor & continually improve the effectiveness of Operational Occupation Health and Safety Systems
- Responsible for Safety File & SHE Meetings
- Conduct continuous Risk Assessments in the workplace
- Responsible for Audits / Safety Inspections / Quality Control
- Adhere to all Safe Work Procedures and advise on all Safety Observations
- Daily Safety Toolbox Talks with team members

Mobile Plant Operators / Drivers

- Matric (Grade 12)
- Relevant License for Construction Vehicle being operated
- Certificate of Competence of the specific Construction Vehicles & Cleaning Machinery
- Minimum 1 Year Experience in Mobile Plant Operations / Construction Driver
- Responsible for Daily Reports and Check lists
- Responsible for Daily Inspections on Equipment
- Adhere to all Safe Work Procedures
- Report any defects to the Supervisor

NB – All Qualifications / Certificates and Training will be verified by The *Employer*.

Documentation Control

- All Formal Communication must include the contract number on the document and be in writing.
- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
  - Title
  - Document Unique identifier
  - Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4….)
  - Revision Date
  - Date when document was last changed. This date will change with each revision.
  - Effective Date
  - Date when document first came into use. This date will not change as the document is revised.

Invoicing and Payment:

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

The Contractor shall address the tax invoice to Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to invoiceseskomlocal@mp2rc110.eskom.co.za and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager;*
The contract number and title;
Order number
Period of invoice
Date of the invoice
Bank account details
Invoice number (different for each invoice)
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;

Records of defined cost to be kept by the *Contractor:*

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost. Records and accounts must reflect all work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract. This information must be kept up to date at all times.

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following*:*

- the number and grading of employees within the Working Areas
- the number and grading of employees outside the Working Areas
- **copies daily time sheets (manual timesheets) - Submitted monthly to the Employer**
- cost allocation
- payroll registers
- **Proof of purchased consumables & tools (Submitted monthly to the Employer)**
- **Schedule of Equipment and time sheets, and (Submitted monthly to the Employer)**
- Any other information the delegated *Service Manager* reasonably requires.

Training Workshops and Technology transfer:

Duvha Power Station will from time to time schedule Plant Safety Regulations training, and other SHE Training Courses; it is the responsibility of the Contractor to book his personnel for the training.

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

Information and other things:

— All records, data books, inspection reports etc relating to the *Works.*

Management of work done by Task Order:

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the Works. The Task Order is issued before the *Contractor* Provides the Work.

The *Service Manager* issues Task Order*s* to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order.*

The *Service Manager* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

Emergency *work:*
The *Service Manager* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is confirmed in writing within 5 days from when the instruction is issued.

Health & Safety, the Environment and Quality Assurance:

Health and Safety Risk Management

The *Contractor's* personnel ARE to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the *Project Manager* before any activities can be started on site.

- The Contractor shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Service Manager*)
- The documents are completed by the *Contractor* and submitted to the *Employer* before taking possession of the works.
- These documents are valid for the duration of the works.
- The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the *works*.
- The induction course is presented by the Safety Risk Department at Duvha Power Station.
- The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.
- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the works to Safety Risk Management before the induction course.
- Training and Competency Records with regard to the skills he / she uses to carry out the *works* or any other works on the *Employer's* premises.
- Compensation Commissioner records and proof of registration.
- Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works on *Employer's* premises.
- Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- Employment contracts for all sub-contractor or labour-only contracts.

- Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works on the *Employer's* premises.
- Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employer's* premises.
- Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employer's* premises.
- A Fall Protection Plan for all elevated work the *Contractor* does on the *Employer's* premises.
- Environmental Plan and awareness training.
- Induction training records of his staff by himself/herself.
- Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- Risk Assessment of this type of works.
- Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
- Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

The Contractor to comply to the following but not limited to:

* Occupational Health and Safety Act no. 85 of 1993 and its Regulations (OHS Act),

* SHE Requirements contained in the SHE Specifications for Contractors.

* Eskom SHEQ Policy, Standards, Procedures, Guidelines, Specifications and Regulations

* Eskom Safety, Health, Environmental and Quality Policy: 32-727 latest revision

* Eskom Life-Saving Rule: 240-62196227 latest revision

* Eskom Procedure on Smoking: 32-36 latest revision

* E&OHS Incidents Management Procedure (32-95) latest revision

* Eskom Fire Risk Management (32-124) latest revision

* Eskom Duvha Power station Waste Management Procedure: ENVP005

Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
    - Maroon bins: - Scrap metal only
    - White bins: - Lagging and general household rubbish
    - Yellow bins: - Ash, dust, coal dust and sand

For the full duration of the W*orks*, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided

Quality assurance requirements:

- All work is carried out under the supervision of an experienced supervisor.
- The *Contractor* complies with the *Employer*'s Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.
- All quality control documentation is submitted to the *Project Manager* within 7 days of Contract date.
- Proposed QCP will be provided to suppliers after the awarding of the contract.

Plant and Materials:

Specifications

The *Contractor to* ensure that the work be performed in accordance with the latest statutory regulations, corporate standards and regulations, SANS and international (where applicable) design standards as well as all associated standards and regulations. This includes but is not limited to the following:

Statutory Safety Regulations:

- Occupational Health and Safety Act, Act 85 of 1993 and its Regulations
- SANS 085 - The Design, Erection, Use and Inspection of Access Scaffolding

Corporate Standards and Regulations:

- ENVP 0016 - Procedure for environmental handling of waste including redundant and obsolete equipment.
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- SAP0006 - Work in Confined Spaces
- SAS 0012 - Duvha Power Station Contractors safety manual
- QM58 - Supply Contract Quality Requirements Specification

Plant & Materials provided "free issue" by the *Employer:*

a) The *Employer* will provide power supply, water and land for the storage of equipment and material.
b) The *Contractor* shall supply all the necessary equipment and material required to execute the Works.
c) Should the *Contractor* need to use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor. The *Employer* does not guarantee continuity of supply of any of these items.

Contractor's procurement of Plant and Materials:

The *Contractor* shall make use of SABS approved plant and material. Test certificates must be given to the *Project Manager*. All Equipment & Material will be inspected by the *Service Manager* or a *Employer* Representative.

Contractor's Equipment (including temporary works):

The Contractor must supply all materials, tools and equipment that are needed for the entire contract period of three years.

Working on the Affected Property:

***Employer*'s Site Entry and Security Control, Permits, and Site Regulations:**

a) The contractor applies for access permits for all works exceeding four (4) weeks via the *Project Manager*, who will co-ordinate this.
b) The *Contractor* applies for *Contractor's* Permits for all his employees and/or *subcontractors* at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
c) The *Contractor* is to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered. *(Refer to Additional conditions of contract clause Z1)*
d) The *Contractor* completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
e) The completed list, identified with the *Contractor's* name, contains the following information:
    - *Employee Name*
    - *Employee ID Number*
    - *Eskom Safety Co-ordinator signature*
    - *Eskom Project Manager signature*
    - *Validity Date*
f) No permits are issued to personnel who have not attended safety induction.
g) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
h) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
i) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
j) The *Contractor's* personnel are required to be always in possession of a *Contractor's* Permit inside Duvha Power Station.
k) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the works. If you lose a permit a penalty of R150.00 is needed for a new permit The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
m) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.

n) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager* and submitted to the *Employer's* Protective Services office one day prior to the visit.

o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.

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

q) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Project Manager* for consideration and approval.

r) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.

s) Parking inside the power station is strictly forbidden, except for loading purposes.

t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.

u) Security personnel may search any premises, property or person within the security area of Duvha Power Station

v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.

w) Application forms for such permission is available from the Protective Services offices.

x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

<u>Restrictions to access on Site, roads, walkways and barricades:</u>

- Pedestrian crossings are marked on the power station roads and should be used.
- Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- Barricades are provided where there are open trenches and around the sumps and manholes.
- The contractor shall occupy only such ground as is necessary to carry out the works.
- All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

<u>Plant Safety Regulations:</u>

a) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.

b) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
   i) They must not involve danger to the person carrying out the activity;
   ii) No plant isolations must be required;
   iii) The activity must be performed by a skilled person and there must be no risk of a production loss;
   iv) The duration of the activity must be less than 24 hours
   v) The *Authorised Supervisor* accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.

c) It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (ASS on the panel or PPO at WTP) of what will be done. This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book must also be signed.

d) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal and that the LAR has been signed off. Signing the LAR book silently without notifying the person in charge of the plant is not sufficient.

e) For more information please refer to Plant Safety Regulation C11.

f) The *Service provider* is required to have as a minimum 3 Responsible Persons/Authorised supervisor/s as per the Eskom's Plant Safety Regulations.

People restrictions, hours of work, conduct and records:

The *Contractor's* working hours are as follows*:*

- The manpower hours is supplied for 173 hours per month.
- All areas 7:00am - 16:00pm Monday to Thursday.
- Friday 7:00am – 16:00pm
- Lunch break 12:00pm – 13:00pm
- Overtime Hours Saturday, Sunday & P/Holiday: 07:00am – 15:00pm

It is very important that the *Contractor* keeps records of his / her people working including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records will be required when assessment are done.
Take note that a 'No work, No pay" approach will be implemented in case the contractors employees embark on a strike or stay away.

Equipment provided by the *Employer:*

- The *Employer* allows the *Contractor* to use Overhead Cranes and Hoists, provided the *Contractor's* employee is an authorised Lifting Machine operator.
- The *Employer* provides scaffolding, the request shall be made through the Service manager or his/ her representative.
- Should the Contractor require using any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor during the kick off meeting. The Employer does not guarantee continuity of supply of any of these items.
- The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor*'s custody and control.
- The *Contractor* site manager must ensure that any one of his employees or Sub-*Contractor*, operating hoist equipment belonging to the *Employer,* is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses can be made via Duvha Power Station Maintenance Training but the *Contractor* will absorb costs.
- A copy of this accredited and valid training certificate must be given to the *Employer's Supervisor*, who will then arrange access for usage.

Site Services and Facilities:

a) Potable Water Supply
   - Potable water is available at the existing points.

b) Electrical Power Supply
- Power is available at the existing points.
- The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
- Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
- The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
- The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
- All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.

c) Toilet Facilities
- The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility should the existing facilities not be within reasonable distance from the working area.

d) Catering Facilities
- The Contractor are not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS).
- The Contractor may buy take away meals from the fast foods outlet on Site.

e) Medical Facilities
- The *Contractor* provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be 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* recovers the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*

<u>Any Other Work:</u>

Temporary works, Site services & any constraints

The *Contractor* shall provide, operate, and maintain sufficient quantity such as pumping equipment, well points, pipes and other equipment as may be necessary.
The Service provider shall also provide any temporally works as may be necessary to minimise damage, inconvenience, or interference.

<u>Setting out of the *works:*</u>

a) The *Service provider* shall properly deal with and disposal of water to ensure that the works are kept sufficiently dry for their proper execution.
b) The *Service provider* shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment as may be necessary.
c) The *Service provider* shall also provide temporally works as may be necessary to minimise damage, inconvenience or interference.

Underground services, other existing services, cable and pipe trenches and covers:

Where underground cables and pipes are present in the area, care must be exercised to ensure that they are not damaged. In the case of damage to existing components, the contractor will be held liable for replacement/repair thereof.

Control of noise, dust, water and waste:

a) The *Service provider* shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.

b) Remove all rubble and dispose to appropriate facility as according Duvha waste management procedure (EVP0005)

Provided by the *Contractor:*

The *Contractor* should provide facilities they deem necessary in executing the work. This must be discussed with the *Project Manager* prior to commencement of work.

Tests and inspections:

- The *Service provider* and the *Overseer/Project Manager* shall conduct plant walk down every Wednesday according to the QCP or scope of work,
- All work must be inspected and approved by the *Project manager* before monthly assessment.

Important Documents for the Contract:

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 8 as indicated.

Do not print and send them when returning this contract

NO	UNIQUE IDENTIFIER	REVISION	DOCUMENT TITLE
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727 1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT 2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION 3_Developing a Safety, Health and En

4	32 - 421	1	ESKOM CARDINAL RULES 32-421 5_Eskom Cardinal Rules (32-421).pdf
5	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR 6_Notification of Construction Work to
6	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR 7_Appointment letters for Client repr
7	OHS ACT		WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE 8_Written agreement on OHS A 9_Standard clause Eskom Contracts Sect
8	QUALITY REQUIREMENTS		QM 58 LINK QM-58 Supplier Contract Quality Req

The *contractor* to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins.
For further details please contact the *Service Manager*.

Acknowledgement by Contractor

I/WE, …… DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 8 OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: …… ON THE …….. DAY OF ……20……

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. **[●]** *service* .**[●]**

To: **[●]**.....
..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description **[●]**

Starting date **[●]**

Completion Date **[●]**

Delay damages per week **[●]**

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

Total of Prices for items of work on the Price List (details attached) R._____

Total of Prices for items of work not on the Price List (details attached). R._____

Total of the Prices for this Task Order R _____

The programme for the Task is ..... [ref] (attached)

Signed: Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for *Employer*)

C3.2: *Contractor's* Service Information