



## NEC3 Term Service Contract (TSC3)

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

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

for Industrial cleaning at Grootvlei Power Station on “as  
and when required” basis for the period of 36  
Months.

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CONTRACT No. [Insert at award stage]

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## PART C1: AGREEMENTS & CONTRACT DATA

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| Contents:                                             | No of pages |
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| C1.1 Form of Offer and Acceptance                     | [•]         |
| C1.2a Contract Data provided by the <i>Employer</i>   | [•]         |
| C1.2b Contract Data provided by the <i>Contractor</i> | [•]         |

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## C1.1 Form of Offer & Acceptance

### Offer

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

Title of the contract

**Industrial cleaning at Grootvlei Power Station on "an as and when required" basis.**

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

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

|           |                                                     |                            |
|-----------|-----------------------------------------------------|----------------------------|
| Options A | The offered total of the Prices exclusive of VAT is | <b>Rate based Contract</b> |
|-----------|-----------------------------------------------------|----------------------------|

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

**Schedule of Deviations to be completed by the *Employer* prior to contract award**

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

| No. | Subject | Details |
|-----|---------|---------|
| 1   | [•]     | [•]     |

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

| Clause   | Statement                                                                               | Data                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | <b>General</b>                                                                          |                                                                                                                                                         |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                                                                                                         |
|          |                                                                                         | <b>A: Priced contract with price list</b>                                                                                                               |
|          | dispute resolution Option                                                               | <b>W1: Dispute resolution procedure</b>                                                                                                                 |
|          | and secondary Options                                                                   |                                                                                                                                                         |
|          |                                                                                         | <b>X1: Price adjustment for inflation</b>                                                                                                               |
|          |                                                                                         | <b>X2: Changes in the law</b>                                                                                                                           |
|          |                                                                                         | <b>X17: Low service damages</b>                                                                                                                         |
|          |                                                                                         | <b>X18: Limitation of liability</b>                                                                                                                     |
|          |                                                                                         | <b>X19: Task Order</b>                                                                                                                                  |
|          |                                                                                         | <b>Z: Additional conditions of contract</b>                                                                                                             |
|          | of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)                        |                                                                                                                                                         |
| 10.1     | The <i>Employer</i> is (name):                                                          | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b> |
|          | Address                                                                                 | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>                                                                         |
|          | Tel No.                                                                                 | <b>011 800 8111</b>                                                                                                                                     |
|          | Fax No.                                                                                 |                                                                                                                                                         |
| 10.1     | The <i>Service Manager</i> is (name):                                                   |                                                                                                                                                         |
|          | Address                                                                                 |                                                                                                                                                         |
|          | Tel                                                                                     |                                                                                                                                                         |
|          | Fax                                                                                     |                                                                                                                                                         |
|          | e-mail                                                                                  |                                                                                                                                                         |
| 11.2(2)  | The Affected Property is                                                                | <b>Eskom's property inside the power station plant building at Grootvlei Power Station</b>                                                              |
| 11.2(13) | The <i>service</i> is                                                                   | <b>Industrial cleaning at Grootvlei Power Station</b>                                                                                                   |

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

on “an as and when required” basis.

|          |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(14) | The following matters will be included in the Risk Register      | To be discussed with supplier in the first meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11.2(15) | The Service Information is in                                    | Part 3: Scope of Work and all documents to which it makes reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 12.2     | The <i>law of the contract</i> is the law of                     | the Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13.1     | The <i>language of this contract</i> is                          | English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13.3     | The <i>period for reply</i> is                                   | 1 week                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2        | <b>The Contractor’s main responsibilities</b>                    | Industrial Cleaning at Grootvlei Power Station on “an as and when required” basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 21.1     | The <i>Contractor</i> submits a first plan for acceptance within | 2 weeks of the Contract Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3        | <b>Time</b>                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 30.1     | The <i>starting date</i> is.                                     | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 30.1     | The <i>service period</i> is                                     | 36 months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4        | <b>Testing and defects</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5        | <b>Payment</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 50.1     | The <i>assessment interval</i> is                                | 25 <sup>th</sup> day of each month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 51.1     | The <i>currency of this contract</i> is the                      | South African Rand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 51.2     | The period within which payments are made is                     | 4 weeks.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 51.4     | The <i>interest rate</i> is                                      | <p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the</p> |

|      |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                                                                                                                                                                                                                                                                                                                             | foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.                                                                                                                                                                                                                                                |
| 6    | <b>Compensation events</b>                                                                                                                                                                                                                                                                                                                                                  | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data                                                                                                                                                                                                            |
| 7    | <b>Use of Equipment Plant and Materials</b>                                                                                                                                                                                                                                                                                                                                 | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data                                                                                                                                                                                                            |
| 8    | <b>Risks and insurance</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                |
| 80.1 | These are additional <i>Employer's</i> risks                                                                                                                                                                                                                                                                                                                                | To be discussed during kick off meeting if any.                                                                                                                                                                                                                                                                                                                                |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table                                                                                                                                                                                                                                                                                                      | as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).                                    |
| 83.1 | The <i>Employer</i> provides these additional insurances                                                                                                                                                                                                                                                                                                                    | as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)                                     |
| 83.1 | The <i>Contractor</i> provides these additional insurances:                                                                                                                                                                                                                                                                                                                 | 【●】                                                                                                                                                                                                                                                                                                                                                                            |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is                                                                                                                                                                                                                                      | the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> |
| 83.1 | The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of                                                                                                                                                                                              | 【●】                                                                                                                                                                                                                                                                                                                                                                            |
| 83.1 | The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is: | whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .                                                                                                                                                                                                                                                                           |
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i>                                                                                                                                                                                                                                                  | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law                                                                                                                                                                                                                                            |

|           |                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | arising out of and in the course of their employment in connection with this contract for any one event is:                        | liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..                                                                                                                                                                                                                                                                |
| <b>9</b>  | <b>Termination</b>                                                                                                                 | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.                                                                                                                                                                                                                                         |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than | <b>4 weeks.</b>                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                              |
| W1.1      | The <i>Adjudicator</i>                                                                                                             | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
|           | Address                                                                                                                            | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | Tel No.                                                                                                                            | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | Fax No.                                                                                                                            | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | e-mail                                                                                                                             | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                                                                         | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.                                                                                                                                                                         |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                            | arbitration                                                                                                                                                                                                                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.                                                                                                                                                                                                                                                             |
|           | The place where arbitration is to be held is                                                                                       | [•] South Africa                                                                                                                                                                                                                                                                                                                                                                                             |
|           | The person or organisation who will choose an arbitrator                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | - if the Parties cannot agree a choice or                                                                                          | the Chairman for the time being or his nominee                                                                                                                                                                                                                                                                                                                                                               |
|           | - if the arbitration procedure does not state who selects an arbitrator, is                                                        | of the Association of Arbitrators (Southern Africa) or its successor body.                                                                                                                                                                                                                                                                                                                                   |
| <b>12</b> | <b>Data for secondary Option clauses</b>                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>X1</b> | <b>Price adjustment for inflation</b>                                                                                              | Will be based on CPI from second and third years of the contract.                                                                                                                                                                                                                                                                                                                                            |

|       |                                                                    |                                                                                                                            |                            |                          |
|-------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------|
| X1.1  | The <i>base date</i> for indices is                                | [•].                                                                                                                       |                            |                          |
|       | The proportions used to calculate the Price Adjustment Factor are: | <b>proportion</b>                                                                                                          | <b>linked to index for</b> | <b>Index prepared by</b> |
|       | Fixed                                                              | 15%                                                                                                                        | Fixed                      | SEIFSA Table C3-AHPE     |
|       | Labour                                                             | 45%                                                                                                                        | Labour                     |                          |
|       | Material                                                           | 20%                                                                                                                        | Material                   | SEIFSA Table D2          |
|       | Travelling                                                         | 20%                                                                                                                        | Travelling                 | SEIFSA Table L2-A        |
|       |                                                                    | 100%                                                                                                                       |                            |                          |
| X2    | <b>Changes in the law</b>                                          | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. |                            |                          |
| X17   | <b>Low service damages</b>                                         |                                                                                                                            |                            |                          |
| X17.1 | The <i>service level table</i> is in                               |                                                                                                                            |                            |                          |

| Item | Description                   | Target | 1 <sup>st</sup> Penalty                              | 2 <sup>nd</sup> Penalty                                 |
|------|-------------------------------|--------|------------------------------------------------------|---------------------------------------------------------|
| 1    | Overdue SHEQ audit Findings   | 0      | 1 non-compliance 10% of total task order             | 2 or more non-compliance 20% of the total task order    |
| 2    | Recurring complaints e.g. NCR | 0      | 1 NCR received 10% of total task order               | 2 or more NCR received 20% of total task order          |
| 3    | Vacuum Truck unavailability   | 0      | 12-24hrs without a vacuum truck 10% total task order | From 5 days without a vacuum truck 20% total task order |

Note: The contract supervisor to inform the supplier two days before they need the vacuum truck service.

|            |                                                                                                                                        |                                                                                                                         |
|------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>X18</b> | <b>Limitation of liability</b>                                                                                                         |                                                                                                                         |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to                              | <b>R0.0 (zero Rand)</b>                                                                                                 |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is | <b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b> |

|          |                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | limited to                                                                                                                                                                         | <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| X18.3    | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                              | <p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></li> </ul>                                 |
| X18.4    | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p><b>The total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>Infringement of an intellectual property right.</li> </ul> |
| X18.5    | The <i>end of liability date</i> is                                                                                                                                                | <b>12 months after the end of the <i>service period</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|          | <b>Task Order</b>                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| X19.5    | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within                                                                                          | <b>1 week of receiving the Task Order</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Z</b> | <b>The <i>additional conditions of contract</i> are</b>                                                                                                                            | <b>Z1 to Z11 always apply.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

**Z4 Confidentiality**

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

**Z9 Employer's limitation of liability**

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

**Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

Z10.1 or had a business rescue order granted against it.

**Z11 Ethics**

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

|                    |                                                                                                                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affected Party     | means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, |
| Coercive Action    | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,                                             |
| Collusive Action   | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,                                                                                                     |
| Committing Party   | means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,                                                                        |
| Corrupt Action     | means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,                                                                                             |
| Fraudulent Action  | means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,                                      |
| Obstructive Action | means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and                                             |
| Prohibited Action  | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.                                                                                                                                              |

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Additional exit clause:

Z 11.5 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the power station reaches the dead stop date within the validity of this contract.

## **Annexure A: Insurance provided by the Employer**

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

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

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

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

|          |                                     |          |
|----------|-------------------------------------|----------|
| 11.2(19) | The tendered total of the Prices is | <b>R</b> |
|----------|-------------------------------------|----------|

## PART 2: PRICING DATA

### TSC3 Option A

| Document reference | Title                         | No of pages |
|--------------------|-------------------------------|-------------|
| C2.1               | Pricing assumptions: Option A | 2           |
| C2.2               | The <i>price list</i>         | [•]         |

## C2.1. Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

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

|                                     |      |                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11   |                                                                                                                                                                                                                                                                                                                               |
|                                     | 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.                                                                                                                                                                                                                           |
|                                     |      | (17) The Price for Services Provided to Date is the total of                                                                                                                                                                                                                                                                  |
|                                     |      | <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul> |
|                                     |      | (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.

### 2. 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.

### 3. 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).

### 4. 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.

#### **4.1. Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

| tem | Description                                                                                              | Unit | Quantity | Rate | Amount | no. of months | Total |
|-----|----------------------------------------------------------------------------------------------------------|------|----------|------|--------|---------------|-------|
|     |                                                                                                          |      |          |      |        |               |       |
|     | <b><u>Section 1</u></b>                                                                                  |      |          |      |        |               |       |
|     | <b><u>Preliminaries and General (Cost Breakdown)</u></b>                                                 |      |          |      |        |               |       |
|     | -                                                                                                        |      |          |      |        |               |       |
|     | <b><u>Preliminary and Generals: Site Establishment</u></b>                                               |      |          |      |        |               |       |
| 1   | Establishment of office and boardroom facilities including air conditioning                              | sum  | 1        |      |        | 1             |       |
| 3   | Establishment of dining/eating facilities to fit 70 people including plumbing and drainage               | sum  | 1        |      |        | 1             |       |
| 2   | Establishment of toilet and change room facilities for females and males including plumbing and drainage | sum  | 1        |      |        | 1             |       |
| 4   | Provision of furniture equipment                                                                         | sum  | 1        |      |        | 1             |       |
|     | Provision of heavy plastic chairs                                                                        | sum  | 1        |      |        | 1             |       |
| 5   | Provision of computer and office equipment                                                               | sum  | 1        |      |        | 1             |       |
| 6   | Provision for 2 compartment steel locker                                                                 | no.  | 35       |      |        | 1             |       |
|     |                                                                                                          |      |          |      |        |               |       |
|     | <b><u>Preliminaries and Generals : Safety</u></b>                                                        |      |          |      |        |               |       |
| 7   | Safety file                                                                                              | sum  | 1        |      |        | 1             |       |
| 8   | Safety inductions and medicals                                                                           | sum  | 65       |      |        | 3             |       |
| 9   | SABS Approved PPE (2x Overalls, 1x Hard hat, 1x Safety boots, 1x Rain suits, 2                           | no.  | 65       |      |        | 3             |       |

|    |                                                                  |         |      |  |  |    |  |
|----|------------------------------------------------------------------|---------|------|--|--|----|--|
|    | Clothing mask per annum)                                         |         |      |  |  |    |  |
| 10 | Disposable dust Masks, moulded respirator FFP2 NR 1020, No valve | each    | 3000 |  |  | 36 |  |
| 11 | First aid box                                                    | no.     | 2    |  |  | 1  |  |
|    |                                                                  |         |      |  |  |    |  |
|    | <b><u>Communication</u></b>                                      |         |      |  |  |    |  |
| 11 | Telephone line                                                   | no.     | 2    |  |  | 36 |  |
| 12 | IT infrastructure                                                | monthly | 1    |  |  | 36 |  |
| 13 | Allowance for connection                                         | sum     | 1    |  |  | 1  |  |
|    |                                                                  |         |      |  |  |    |  |
|    | <b><u>De-establishment</u></b>                                   |         |      |  |  |    |  |
| 13 | De - establishment of site                                       | sum     | 1    |  |  | 1  |  |
|    |                                                                  |         |      |  |  |    |  |
|    | <b>Total</b>                                                     |         |      |  |  |    |  |

| Item | Description                              | Unit | Quantity | Hours | Rate | Amount | no. of months | Total |
|------|------------------------------------------|------|----------|-------|------|--------|---------------|-------|
|      |                                          |      |          |       |      |        |               |       |
|      | <b><u>Section 2</u></b>                  |      |          |       |      |        |               |       |
|      | <b><u>Labour</u></b>                     |      |          |       |      |        |               |       |
|      | <b><u>Normal daily working hours</u></b> |      |          |       |      |        |               |       |
|      |                                          |      |          |       |      |        |               |       |
| 1    | Site Manager                             | hr   | 1        | 173   |      |        | 36            |       |
| 2    | Supervisor                               | hr   | 3        | 173   |      |        | 36            |       |

|    |                                                              |    |    |     |  |  |    |  |
|----|--------------------------------------------------------------|----|----|-----|--|--|----|--|
| 3  | SHEQ Officer                                                 | hr | 1  | 173 |  |  | 36 |  |
| 4  | General Workers                                              | hr | 60 | 173 |  |  | 36 |  |
|    |                                                              |    |    |     |  |  |    |  |
|    | <b><u>Section 3</u></b>                                      |    |    |     |  |  |    |  |
|    | <b><u>Overtime @1.5 factor- weekly and Saturday</u></b>      |    |    |     |  |  |    |  |
| 5  | Site Manager                                                 | hr | 1  | 20  |  |  | 20 |  |
| 6  | Supervisor                                                   | hr | 1  | 20  |  |  | 36 |  |
| 7  | SHEQ Officer                                                 | hr | 1  | 20  |  |  | 36 |  |
| 8  | General Workers                                              | hr | 8  | 20  |  |  | 36 |  |
|    |                                                              |    |    |     |  |  |    |  |
|    | <b><u>Overtime @ 2 factor- Sunday and Public Holiday</u></b> |    |    |     |  |  |    |  |
| 9  | Site manager                                                 | hr | 1  | 10  |  |  | 20 |  |
| 10 | Supervisor                                                   | hr | 1  | 10  |  |  | 36 |  |
| 11 | SHEQ Officer                                                 | hr | 1  | 10  |  |  | 36 |  |
| 12 | General Workers                                              | hr | 8  | 10  |  |  | 36 |  |
|    |                                                              |    |    |     |  |  |    |  |
|    | <b>Total</b>                                                 |    |    |     |  |  |    |  |

| Item | Description             | Unit | Quantity | Rate | Amount | no. of months | Total |
|------|-------------------------|------|----------|------|--------|---------------|-------|
|      | <b><u>Section 3</u></b> |      |          |      |        |               |       |

|    |                                                                     |      |     |  |  |    |  |
|----|---------------------------------------------------------------------|------|-----|--|--|----|--|
|    | <b><u>Cleaning material and equipment</u></b>                       |      |     |  |  |    |  |
|    |                                                                     |      |     |  |  |    |  |
|    | <b><u>Cleaning material - On a monthly basis</u></b>                |      |     |  |  |    |  |
| 1  | 25l Hand soap                                                       | each | 3   |  |  | 36 |  |
| 2  | 25l Bleach                                                          | each | 5   |  |  | 36 |  |
| 3  | 5kg sanitising Duo Blocks for urinals and toilets                   | each | 3   |  |  | 36 |  |
| 4  | 25l Pine gel                                                        | each | 3   |  |  | 36 |  |
| 5  | 25l Vinyl Floor tile polish                                         | each | 1   |  |  | 36 |  |
| 6  | 25l Hand Sanitizer                                                  | each | 2   |  |  | 36 |  |
| 7  | 25l Handy Andy                                                      | each | 3   |  |  | 36 |  |
| 8  | 25kg Saw dust ( to be mixed with oil for floor polish)              | each | 50  |  |  | 36 |  |
| 9  | 5kg Cleaning cloth/ Mutton cloth                                    | each | 10  |  |  | 36 |  |
|    |                                                                     |      |     |  |  |    |  |
|    | <b><u>Cleaning equipment - Once off and as an when required</u></b> |      |     |  |  |    |  |
| 10 | Feather dusters- Short to long extension                            | each | 100 |  |  | 36 |  |
| 11 | 20l Yellow Mop bucket with Wringer and Wheels                       | each | 10  |  |  | 36 |  |
| 12 | Caution board signs                                                 | each | 25  |  |  | 36 |  |
| 13 | Toilet brush set                                                    | each | 50  |  |  | 36 |  |
| 14 | Dust pans                                                           | each | 50  |  |  | 36 |  |
| 15 | 240l black Wheelie bins                                             | each | 10  |  |  | 36 |  |

|    |                                                                |           |    |  |  |    |  |
|----|----------------------------------------------------------------|-----------|----|--|--|----|--|
| 16 | 38mm x 30m Fire hoses reels with couplings - flexible (Yellow) | each      | 10 |  |  | 36 |  |
| 17 | 7 bar adjustable turbo Nozzle                                  | each      | 5  |  |  | 36 |  |
| 18 | Industrial hand Shovels- square mouth                          | each      | 20 |  |  | 36 |  |
| 19 | Industrial hand Spades                                         | each      | 10 |  |  | 36 |  |
| 20 | Lasher Heavy Duty Wheelbarrow                                  | each      | 10 |  |  | 36 |  |
| 21 | Industrial Hard Brooms                                         | each      | 50 |  |  | 36 |  |
| 22 | Industrial Soft Brooms                                         | each      | 40 |  |  | 36 |  |
| 23 | Industrial Mops                                                | each      | 10 |  |  | 36 |  |
|    |                                                                |           |    |  |  |    |  |
|    | <b><u>Services (as an when required)</u></b>                   |           |    |  |  |    |  |
|    |                                                                |           |    |  |  |    |  |
| 24 | Vacuum truck - vacuuming dust from cable rags in the plant     | quarterly | 12 |  |  | 3  |  |
|    |                                                                |           |    |  |  |    |  |
|    | <b>Total</b>                                                   |           |    |  |  |    |  |

The total of the Prices

**NB: The Site establishment of (boardroom, Offices, Kitchen) must accommodate number of employees on this contract**

## PART 3: SCOPE OF WORK

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|--------------------|-----------------------------------------|-------------|
|                    | This cover page                         | 1           |
| C3.1               | <i>Employer's Service Information</i>   |             |
| C3.2               | <i>Contractor's Service Information</i> |             |

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## C3.1: EMPLOYER’S SERVICE INFORMATION

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## 1 Description of the service

**Background: Grootvlei Power station is in need of the following**

### 1.1 Executive overview

The works includes the following:

#### **Plant**

The scope covers the day to day cleaning of all areas inside the units 1-6 from 4<sup>th</sup> floor to ground floor, all switch gear rooms, equipment rooms, main oil rooms, battery analysing

rooms, Main battery battery room(bomb shelter)Hydrogen plant, steam feed pumps, soot blowers, CEP pit ,CCP pit, Condenser pit ,all trenches inside unit 1-6 ,emergency lighting generator ,toilets,handrails,staircases,all the mills from unit 1-6 . This includes emptying the dirty bins in plant inside unit 1-6 the power station to the designated skips next to the hazardous yard. Currently there are 3 units running & 3 non running units and all this area needs to be kept clean at all times.

### Description of the service

- Cleaning of the all the units(1-6) equipment rooms and electrical switch gear rooms
- Cleaning of all levels of boiler and its associated equipment unit 1-6 excluding the ash plant, ash hopper,sumps,hoppers and the auxiliaries
- Turbine & Boiler floors
- Drains inside the units and all the trenches
- Toilets & Change rooms
- Collecting all dirty bins in the plant and outside the plant and dumping the dirt at the local hazardous yard
- Putting toilet papers hand towels in the toilets in the plant.
- Filling the control sheet after cleaning the toilets
- Common equipment room
- Battery rooms, main battery room(bomb shelter
- Equipment rooms, analysing rooms

| Area                              | Method of cleaning                                                          | Frequency            |
|-----------------------------------|-----------------------------------------------------------------------------|----------------------|
| Turbine & boiler floors           | Sweep , dust & collect dirt                                                 | Daily                |
| HP& LP heaters                    | Dust and damp clean                                                         | Daily                |
| Dirty bins                        | Empty into skips at the local rubbish container                             | Daily                |
| Switch gear room                  | Dust & sweep                                                                | Daily                |
| Basement Floor                    | Dust & sweep                                                                | Daily                |
| Offices                           | Water wash, scrub & polish                                                  | Daily                |
| Cable racks & ducting             | Vacuuming, dust & sweep                                                     | As and when required |
| Sampling Room                     | Dust & sweep                                                                | Once a week          |
| Trenches                          | Unblock by removing sludge and or any debris or waste prohibiting free flow | As and when required |
| Soot blowers                      | Dust& sweep                                                                 | Once a week          |
| Structure house roofs and gutters | Dust, sweep & collect rubbish                                               | As and when required |
| Sumps& pits                       | Pump water out, unblock & clean                                             | As and when required |
| Handrails                         | Dust & damp clean                                                           | Daily                |
| Toilets and Change rooms          | Sweep and wash the toilet with water                                        | Daily                |

|                        |                                                                                 |                      |
|------------------------|---------------------------------------------------------------------------------|----------------------|
| Toilet bowels          | Clean & sanitize the bowel with water & toilet chemicals                        | Daily                |
| Seat and cover         | Clean with water                                                                | Daily                |
| Mirrors                | Wipe and shine                                                                  | Daily                |
| Walls and doors        | Dust, damp clean                                                                | Once a week          |
| Mills                  | Sweep, collect debris using shovels and wheelbarrows                            | Daily                |
| Mill feeders and ducts | Dust and sweep                                                                  | Daily                |
| Pumps                  | Dust& do not use water                                                          | As and when required |
| Electric Motors        | Dust& do not use water                                                          | As and when required |
| Turbine structure      | Dust& do not use water                                                          | Daily                |
| Generator              | Dust& do not use water                                                          | As and when required |
| Oil spillage           | Cleaning of oils. Oils to be cleaned and disposed as per Oil Spillage procedure | As and when required |
| Gear Boxes             | Dust& do not use water                                                          | As and when required |
| Windows & glass doors  | Water wash, wipe & shine                                                        | Once a month         |

**PPE to be used:**

- Hard hats with chin strap Safety boots
- Full overalls and a few Acid proof overalls for those cleaning at the Battery room, analyzer room
- Eye Protection
- Hearing Protection
- Pigskin Gloves
- Safety harness (only when working at heights)
- Face shield
- Dust mask (FFP3)

**1.2 Employer's requirements for the service**

- The ultimate objective of Office is to: Clean all plant areas inside unit 1- 6 •The service provider shall ensure that there is always a team available for cleaning at all times. The team will be expected to work day shift and weekends, as and when required. Proper PPE to be used when cleaning the plant, acid proof overalls for cleaning the battery rooms the supplier need to provide
- The service provider shall ensure that there are sufficient resources for the execution of the job.

**Minimum Qualifications:****Site manager:**

- Grade 12 / N3 technical qualification
- First aid level 1
- Firefighting level 1
- Risk assessment

- Environmental awareness
- HIRA
- Incident investigation

**SHEQ Officer**

- Recognizable safety qualification / SAMTRAC/National Diploma
- First aid level 2
- Firefighting level 1
- HIRA
- Incident investigation
- Risk Assessment

**Supervisor**

- Grade 11
- First aid level 1
- Firefighting level 1
- Drivers license
- Risk Assessment

**General worker**

- Be able to communicate in English
- Read and write in English
- Must be able to clean

**General Outputs and Responsibilities**

The contractor is expected to, under this agreement, perform the following outputs and responsibilities but, not limited to the list below:

## Site Manager

- Provide daily work plans
- Resource planning and management
- Oversee the daily work execution and functioning of the team
- Facilitate the daily cleaning in and out on the timesheets, and submit to Eskom Supervisor at the end of the month (by the 25 of each month)
- Communicate any changes in the scope, resources etc.
- Report any defects to the Eskom Contract Supervisor to ensure Health and Safety procedures are followed and for repairs to be carried out
- Attend meetings that may require his/her attention as and when required, and action all tasks given in such meetings
- Attend necessary training as required
- General communication between Site Manager and Eskom Contract Supervisor
- Ensure compliance to Health and Safety and requirements
  - The Site Manager to attend PSR within 6 months of contract placement

## Supervisor

- Supervise the team of cleaners, to ensure a high quality cleaning service delivery is provided in compliance with the scope of work and/ or procedures and practices, as well as Health and Safety Regulations
- Check the work carried out by the teams to ensure high standard of work is undertaken and maintained
- Maintain adequate supply of cleaning material and ensure re-ordering when necessary
- Ensures that the teams carry out Risk assessments prior to performing any task
- Report any incidents/ near misses and accidents that may occur within the area of work, or anywhere on site
- Conduct daily inspections
- Ensure safe working conditions for the cleaning staff and all users affected

## SHEQ officer

- Ensure adherence to all Safety requirements/regulations
- Safety plant walks
- Ensure Risk Assessments prior to work commencement are done
- Attend Safety related meetings

## General worker

- Carry out lawful instructions from Site Manager/ Supervisor
- Ensure cleaning is done in a safe manner, taking into consideration Health requirements, as per the scope of work provided
- Ensure emptying of all waste bins, and the safe disposal thereof in the designated skips provided
- Reporting any defects and related matters, including near misses to the Site Manager/ Contract Supervisor/ Safety Department

## 1.3 Interpretation and terminology

| Abbreviation | Meaning given to the abbreviation |
|--------------|-----------------------------------|
| CPA          | Contract Price Adjustment         |
| PPE          | Personal Protection Equipment     |
| TSC          | Term Services Contract            |

|      |                                         |
|------|-----------------------------------------|
| NEC  | New Engineering Contracts               |
| SHEQ | Safety, Health, Environment and Quality |
| LAR  | Limited Access Register                 |
| PSR  | Plant Safety Regulation                 |
| QCP  | Quality Control Plan                    |
| HIRA | Hazards Identification Risk Assessment  |

## 2 Management strategy and start up.

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

Method statement to be supplied by the Contractor (forms part of Technical evaluation)

### 2.2 Management meetings

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

| Title and purpose                      | Approximate time & interval            | Location                          | Attendance by:                                                |
|----------------------------------------|----------------------------------------|-----------------------------------|---------------------------------------------------------------|
| Kick off                               | At the beginning of the contract       | Grootvlei Power Station/ Ms Teams | Employer, Contractor and any other interested parties.        |
| Overall contract progress and feedback | Monthly on the last week of the month. | Grootvlei Power Station           | <i>Employer, Contractor</i> and any other interested parties. |
| SHE meeting                            | Monthly                                | Grootvlei Power Station           | Employer, Contractor and any other interested parties.        |
| Risk & Early warning                   | As and when required                   | Grootvlei Power Station/ Ms Teams | Employer, Contractor and any other interested parties.        |

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

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

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

The Contractor's staff structure - management, supervisors and workforce is shown in appendix 1. The employer must approve any changes to such staff structure, and after the approval the contractor shall submit an updated staff structure.

The Contractor shall provide a competent representative to be available on site during all normal working hours i.e. Site Manager

The Site Manager will be required to submit the time sheets which are required, signed at the end of each month.

The *Contractor* is required to replace a Site Manager/ Supervisor who has resigned or has been dismissed within one (1) week. A general worker is expected to be replaced in three (3) days.

## 2.4 Provision of bonds and guarantees

Not Applicable.

## 2.5 Documentation control

All communication from the Contractor is numbered sequentially with a prefix as advised by the Service Manager. The Service Manager responds in a like manner. The prefix and numbering will be decided upon at the inaugural meeting. The Contractor shall retain all documentation for work done on behalf of the Employer for a period of 3 years after the completion date of the contract. NEC template/ forms will be used where applicable

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to the *Employer* and include on each invoice the following information:

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

The Contractor shall attach the detailed assessment of all work done for each item in the price list to each tax invoice showing:

- The price for each lump sum item in the Price List or Task Order which the Contractor has completed and where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

No payment will be made on tax invoices not fully meeting the requirements. Invoices must be submitted to Grootvlei Power Station (Finance Department Accounts Payable) Private Bag X, Grootvlei, 2420. The invoice date should be the service entry date provided by the Employer

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

## 2.7 Contract change management

Change in scope is a compensation event. The Employer will be liable for any work executed without an official Task Order when a compensation event arises, the Contractor shall submit a quotation to the Service Manager for approval. Upon approval the Contractor shall be issued with a new Task Order for the additional work deviation in the works instruction.

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

All overtime hours to be approved prior by the Employer. Timesheets will be kept by the Contractor and they must always be available when the Employer need them.

## 2.9 Insurance provided by the *Employer*

See Annexure A

## 2.10 Training workshops and technology transfer

- The *Employer* shall provide legislative training e.g. IBI, PSR and LAR however any other training additional that the *Contractor* will need, the training costs will be for the *Contractor*. Training may not be conducted during working hours, unless permission is given by the *Employer*
- The *Contractor* will be trained during the Job Specification Induction training that will be provided by the *Employer* at the beginning of the contract. The *Contractor* may also be trained during Work Stoppages and also any other training as per employer's requirements.
- The following training is necessary at the cost of the *Contractor*.
  - Safety, Health and Environment Representative (SHE Rep.)
  - Applying SHEQ Principles and Procedure
  - Hazard Identification and Response
  - First Aid level 1
  - Incident investigation
  - Basic firefighting

## 2.11 Design and supply of Equipment

Not Applicable.

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

### 2.12.1 Equipment

At the end of contract the service provider shall return the following:

- All equipment, materials consumables purchased by the employer over the period of the contract

### 2.12.2 Information and other things

Safety File

## 2.13 Management of work done by Task Order

A Task order will be issued by the Employer to the Contractor on a monthly basis. No work may commence without a task order.

# 3 Health and safety, the environment and quality assurance

## 3.1 Health and safety risk management

The *Contractor* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Lifesaving Rules. These will be provided by the *Employer* on the start of the contract. The *Contractor* shall also abide by Grootvlei Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to

prevent recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective.

The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The *Contractor* implements a safety plan and maintains the safety system until completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of the *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

### 3.2 Environmental constraints and management

The *Contractor* shall comply with Grootvlei Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the project manager as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

### 3.3 Quality assurance requirements

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the works. The system, will as a minimum, comply with the provisions of the ISO9001 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site. The *Contractor* will be subject to self-assessments by the *Employer* in order to ensure compliance with the system. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

The *Contractor* shall be required to demonstrate cleaning quality practices by means of weekly spot checks by the team leader/supervisor/site manager. Customer evaluation survey to the offices that are being serviced shall be conducted at a frequency (i.e. quarterly) and method (i.e. questionnaires) appropriate for the type of cleaning to reduce the likelihood of dispute and complaints.

The employer shall evaluate, control and monitor the performance and effectiveness of the Contractor

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises. The contractor shall be subjected to scheduled inspections/ assessments/audits if Eskom deems it necessary.

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

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

It is the responsibility of the *Contractor* to ensure that all work performed is according to applicable standards, including those that are not listed below.

## 4 Procurement

### 4.1 People

Eskom Holdings Limited's requirements regarding employment of unskilled or semi-skilled workers are as follows:

Grootvlei Power Station requires that during recruitment of unskilled or semi-skilled labour, a contractor or its subsidiaries should prioritise suitable and qualified candidates from all disciplines from the local communities Dipaleseng (Forum) and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, service manager will give direction.

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

##### Scope that may be subcontracted and/or outsourced:

- Cleaning detergent
- Cleaning equipment

Subcontract documentation, and assessment of subcontract tenders

The subcontracting referred to SDL&I input Limitations on subcontracting

#### 4.2.2 Limitations on subcontracting

The subcontracting referred to SDL&I input Limitations on subcontracting

#### 4.2.3 Attendance on subcontractors

The Sub contractor remain the responsibilities of the main contractor

### 4.3 Plant and Materials

#### 4.3.1 Specifications

See price list under Section 4.

#### 4.3.2 Correction of defects

If there is part of work that the Employer is not satisfied with it will be indicated to the Contractor and will have to be rectified by the Contractor immediately where reasonably possible or within 5 working days after the defect was reported.

#### 4.3.3 Contractor's procurement of Plant and Materials

Any equipment, appliances or materials used by the Contractor must conform to the applicable OHSACT safety standards and is to be maintained in a safe and proper working condition. The Service Manager has the right to stop the Contractor's use of any equipment/ cleaning material which, in the opinion of the Service Manager, does not conform to the foregoing.

#### 4.3.4 Tests and inspections before delivery

All electrical equipment shall be inspected and tested before use, test certificate to be submitted to Employer. For all chemicals to be used MSDS shall be available.

#### 4.3.5 Plant & Materials provided "free issue" by the Employer

1. Water and Electricity

#### 4.3.6 Cataloguing requirements by the Contractor

Not Applicable.

### 5 Working on the Affected Property

Under no circumstances will the Contractor do the work without proper PPE. The Supervisor on the Contractor's side will make it his duty to make sure that this is properly addressed.

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

##### Access to site

The Contractor's access to site shall be in line with the Grootvlei Power Station's access procedure. The Contractor shall be required to make an application for his employees to enter site for the duration of the contract, including defects period. The permits shall only be issued once the Contractor's employees have attended the safety induction training and have undergone medical checks. The safety induction will be for the Employer's account. The medical checks will be for the Contractor's account. The Contractor's employees will also be expected to attend IBI training, which is offered by the Employer. The Employer pays for this training.

If any of the Contractor's employees is transferred from Grootvlei or is leaving the Contractor's employment, the person's permit is to be handed over to the Employer's security office, on the day they leave.

No firearms, weapons, alcohol, illegal substances and cameras (including the use of s on phones) are permitted on Site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry through the security area.

The Contractor provides security necessary for the protection of the works at all times until the completion of the whole of the works.

The Contractor is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to Contractor's staff on request. All persons submit ID

documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV28 form is not attached.

The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate.

No "private work" is carried out for or on behalf of any Eskom employee.

Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

The *Contractor* makes his own assessment of, and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the *works*, or for the requirement of working adjacent to or in the same area as others.

### Site Regulations

The *Contractor* is expected to comply with the Grootvlei Site Regulations, a file of which will be given to the *Contractor* on arrival. The file remains the property of the *Contractor* for the duration of the contract. The *Contractor* is responsible for the maintenance and updating of this file, to include new or revised Site Regulations as issued by the *Employer* during the contract period.

The *Contractor's* employees will be required to abide by the Life Saving Rules. These will be issued by the *Employer* to the *Contractor*, at the beginning of the contract.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside of *Site* are out of bounds to the *Contractor's* employees.

All *Contractors'* permits must be returned to Protective Services on completion of the *works*.

### Safety

The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the *works*. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

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

The *Contractor* will carry out the *Works* on Eskom office hours basis on an as and when required.

The *Employer* indicates the *Site*, the position of known underground services and setting out points

## 5.3 Health and safety facilities on the Affected Property

The *Contractor* provides, at his cost, a First Aid Box and service to his employees. 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 will only be available for serious injuries and life threatening situations.

The *Employer* will be entitled, however, to recover the costs incurred, for the use of the above *Employer's* facilities, from the *Contractor*.

## **5.4 Records of Contractor's Equipment**

The *Contractor's* Supervisor should keep record of all the equipment used by the *Contractor*. The *Contractor* is responsible for the safe keeping of all their equipment.

## **5.5 Site services and facilities**

### **5.5.1 Provided by the Employer**

#### **Electricity**

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the *Service Manager*

No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*

The *Employer* guarantees power supply quality and reliability. No guarantees of power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility.

The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.

220 and 380V power source will be available near the off-terrace site area. It is the *Contractor's* responsibility to connect to this power source and obtain statutory Certificate of Compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose. Construction power is available to the *Contractor* within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards, to the various points where it is required, maintain same and remove on completion.

#### **Lighting and Ventilation**

##### **Lighting**

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the *Contractor* at his own expense. No local lighting will be provided by the *Employer*, with the exception of the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the *Employer*.

##### **Ventilation**

The *Contractor* shall make his own allowance for adequate ventilation of works with the exception of the ventilation provided in the in the sandblasting tents which will be provided by the *Employer*.

##### **Roads**

Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care. The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the *Service Manager* from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Supervisor*.

#### **5.5.2 Provided by the Contractor**

The *Contractor* will be responsible for their own accommodation and transport to and from the place of work, as well as their own tools to execute the job.

#### **Working Hours**

All Office cleaning and Hygiene services activities must be aligned to the Grootvlei Power Station working hours as follows:

##### **Office hours**

|                    |                |
|--------------------|----------------|
| Monday to Thursday | 07H15 to 16H30 |
| Friday             | 07H15 to 12H15 |
| Lunch break        | 12H15 to 13H45 |

NB: Working hours shall remain flexible to alteration, if required

### **5.6 Control of noise, dust, water and waste**

The *contractor* must supply their own dust masks as part of PPE. Drinking water is available on site as well as waste bins for disposing waste.

### **5.7 Hook ups to existing works**

Not Applicable

### **5.8 Tests and inspections**

#### **5.8.1 Description of tests and inspections**

Not Applicable

## **6 List of drawings**

### **6.1 Drawings issued by the Employer**

Not applicable.