



NEC3 Term Service Contract (TSC3)

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

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

for The rental of equipment and Operating of Plant
Cleaning Equipment on “as and when required”
basis at Kusile Power Station for a period of 18
months.

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**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)

Bongumusa A. Mashazi

Capacity

Kusile PS General Manager

**for the
Employer**

Name &
signature of
witness

Eskom Holdings SOC Limited
Kusile Power Station
R545 Kendal/Balmoral Rd
Haartebeesfontein Farm
Witbank

Date

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**Schedule of Deviations to be completed by the *Employer* prior to contract award**

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

Bongumusa A. Mashazi

Kusile PS General Manager

Eskom Holdings SOC Limited
 Kusile Power Station
 R545 Kendal/Balmoral Rd
 Haartebeesfontein Farm
 Witbank

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Jabu Dinku

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

Address	Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank	
Tel	+27 13 699 9111	
Fax	[•]	
e-mail	DinkuJ@eskom.co.za	
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The <i>service</i> is	The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station
11.2(14)	The following matters will be included in the Risk Register	During risk assessment
11.2(15)	The Service Information is in	Part 3: Scope of Work and SHE Specification documents
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	One day
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 March 2022
30.1	The <i>service period</i> is	18 months As and when required
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four weeks after invoice submitted and processed
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

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

6	Compensation events	Any work or task undertaken outside the agreed scope of work Any work or task undertaken outside the agreed price list
7	Use of Equipment Plant and Materials	Contractor to provide their own equipment and office space. The Employer may provide offices if available as part of the current project
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).</p> <p>2. [•]</p> <p>3. [•]</p>
9	Termination	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.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	four weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

Address [•]

Tel No. [•]

Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	01 March 2021		
	The proportions used to calculate the Price Adjustment Factor are:	Proportion %	linked to index for	Index prepared by SEIFSA or any applicable index
	Labour Using Table C3	60%	Labour	SEIFSA
	Materials	30%	Material	SEIFSA
	Fixed	10%	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	[•]		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	24 hours of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**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.

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

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

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

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

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

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**Z12 Insurance****Z _12_.1 Replace core clause 83 with the following:****Insurance cover 83**

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

INSURANCE TABLE A

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**Z __12.2 Replace core clause 86 with the following:****Insurance 86
by the
Employer**

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station**Z14 Asbestos**

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in _____.

A	Priced contract with price list		
11.2(12)	The <i>price list</i> is in _____		
11.2(19)	The tendered total of the Prices is		R _____

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

The rental of equipment and Operating of Plant Cleaning Equipment at Kusile Power Station

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
	Site establishment	Lump sum			
	Safety file	Lump Sum			
	PPE	Lump Sum			
	Skid Steer loader (Bobcat)	Monthly	2		
	Tipper Truck (10M3)	Monthly	2		
	Tele-handler (7m 2,3 and 2,8 Ton)	Monthly	3		
	Mobile Crane 60T- HT- 6M	Monthly	1		
	Mobile Crane 150T -HT-1-3.5M	Monthly	1		
	Mobile Crane 220 T- HT 1-3.5M	Monthly	1		
	Diesel vacuum trucks	Monthly	3		
	Forklift diesel 3 Ton	Monthly	1		
	Cherry Handler	Monthly	1		
	Backhoe loader / TLB	Monthly	1		
	Delivery cost to site per Plant				
	Removal cost from site per Plant				
	Forklift Diesel 7 Ton	Monthly	1		
	Manpower				
	Safety Officer	Hour	1		
	Supervisor	Hour	2		
	Bobcat Drivers / Operator	Hour	3		
	Vacuum truck drivers	Hour	1		
	Tipper Trucks Drivers	Hour	5		
	Assistant vacuum truck drivers, also to fulfil the role of the spotter	Hour	3		
	Tractor Loader Backhoe (TLB) Driver	Hour	5		
	Crane Operator				

	Tele handler Operator				
	Overtime				
	Supervisor	Hour	1		
	Bobcat Drivers / Operator	Hour	1		
	Vacuum truck drivers	Hour	1		
	Tipper Trucks Drivers	Hour	1		
	Assistant vacuum truck drivers, also to fulfil the role of the spotter	Hour	1		
	Tractor Loader Backhoe (TLB) Driver	Hour	1		
	Mobile Crane 60T- HT- 6M Driver	Hour	1		
	Mobile Crane 150T -HT-1-3.5M Driver	Hour	1		
	Mobile Crane 220 T- HT 1-3.5M Driver	Hour	1		

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work **Error! Bookmark not defined.**

C3.1: Employer's service Information v

1	Description of the <i>service</i>	vii
1.1	Executive overview	vii
1.2	<i>Employer's</i> requirements for the <i>service</i>	vii
1.3	Interpretation and terminology	xvi
2	Management strategy and start up.	xvii
2.1	The <i>Contractor's</i> plan for the <i>service</i>	xvii
2.2	Management meetings	xvii
2.3	<i>Contractor's</i> management, supervision and key people	xvii
2.4	Provision of bonds and guarantees	xviii
2.5	Documentation control	xviii
2.6	Invoicing and payment	xviii
2.7	Contract change management	xviii
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	xviii
2.9	Insurance provided by the <i>Employer</i>	xviii
2.10	Training workshops and technology transfer	xix
2.11	Design and supply of Equipment	xix
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	xix
2.12.1	Equipment	xix
2.12.2	Information and other things	xix
2.13	Management of work done by Task Order	xix
3	Health and safety, the environment and quality assurance	xx
3.1	Health and safety risk management	xx
3.2	Environmental constraints and management	xx
3.3	Quality assurance requirements	xxi
4	Procurement	xxi
4.1	People	xxi
4.1.1	Minimum requirements of people employed	xxi
4.1.2	BBBEE and preferencing scheme	xxii
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	xxii
4.2	Subcontracting	xxii
4.2.1	Preferred subcontractors	xxii
4.2.2	Subcontract documentation, and assessment of subcontract tenders	xxii
4.2.3	Limitations on subcontracting	xxii
4.2.4	Attendance on subcontractors	xxii
4.3	Plant and Materials	xxii
4.3.1	Specifications	xxii
4.3.2	Correction of defects	xxiii
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	xxiii
4.3.4	Tests and inspections before delivery	xxiii
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	xxiii
4.3.6	Cataloguing requirements	xxiii
5	Working on the Affected Property	xxiv
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	xxiv
5.2	People restrictions, hours of work, conduct and records	xxiv

5.3	Health and safety facilities on the Affected Property	xxv
5.4	Environmental controls, fauna & flora.....	xxv
5.5	Cooperating with and obtaining acceptance of Others.....	xxv
5.6	Records of <i>Contractor's</i> Equipment.....	xxv
5.7	Equipment provided by the <i>Employer</i>	xxv
5.8	Site services and facilities.....	xxv
5.8.1	Provided by the <i>Employer</i> Error! Bookmark not defined.	
5.8.2	Provided by the <i>Contractor</i> Error! Bookmark not defined.	
5.9	Control of noise, dust, water and waste	xxvi
5.10	Hook ups to existing works	xxvi
5.11	Tests and inspections	xxvi
5.11.1	Description of tests and inspections xxvi	
5.11.2	Materials facilities and samples for tests and inspections xxvi	
6	List of drawings xxvii	
6.1	Drawings issued by the <i>Employer</i>	xxvii

Description of the service

Executive overview

The following information and schedules only indicate the *employer's* estimate of the frequency for the cleaning equipment and time intervals to be carried out on the different types and areas of plant. It remains the Contractors responsibility to assure that the estimates are sufficient and to adjust these estimates whenever necessary and assure that the all areas of plant are kept clean.

Employer's requirements for the service

The supplier provides the necessary labor, equipment, materials, protective clothing, transport and accommodation that will satisfy the requirements detailed in the scope of work indicated in specification 240-162614338

Introduction

In order to achieve the required plant cleanliness, use of equipment is required.

Supporting Clauses

Scope

This document gives a detailed scope of work for the supply and delivery and operating of plant cleaning equipment at Kusile Power Station. The scope of work is to enable the Contractor to compile and submit a quotation of required services. The scope will be on an as and when required basis.

Purpose

To define requirements for Station cleaning services at Kusile Power Station. To provide a safe, clean environment to all Kusile employees and contractors. This document will ensure that good housekeeping is maintained at Kusile Power Station at all times.

Applicability

This document is applicable to Kusile Power Station Generation and the Supplier.

Effective date

This document will be effective from the date of authorisation.

Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

Normative

[1] ISO 9001 Quality Management Systems

[2] 240-106963417 Kusile Environmental Management requirements for Contract and Supplier

[3] 240-105776552 Kusile Power Station Waste Management

Informative

[4] ISO 14001: 2004 Environmental Management System

Definitions

Definition	Explanation
Contractor	Service provider contracted to provide a specific service to Eskom, Kusile Power Station.
Employee	Person employed by Eskom, Kusile Power Station or the Contractor
Employer	Eskom, or Eskom Kusile Power Station or representative
Hygiene	Conditions or practices conducive to maintaining health and preventing disease, especially through cleanliness
Site	All plant and equipment installed in the boundary fences of Kusile Power Station

Abbreviations

Abbreviation	Description
AC	Alternating Current
AP	Appointed Person
BBDV	Boiler Blow Down Vessel
BO	Black Owned
BOP	Balance Of Plant
BPLwD	Black People Living with Disabilities
BWO	Black Women Owned
BYO	Black Youth Owned
kW	Kilo Watt
L	Litre
HV	High Voltage (> 1000V)
HP	High Pressure

Roles and Responsibilities

Table below outlines the line of responsibility, accountability and relevant stakeholders to be consulted and informed.

Responsible	Accountable	Consult	Inform
Contract Supervisor	Service Manager	<ul style="list-style-type: none"> - Shift Manager - Aux System Engineer - Aux Engineering Manager 	Risk, Procurement, Operating and Engineering
Assurance that all action listed in this procedure are	Implementation of this procedure, random reviews and audits for	Provide support, advice and communication with outside stakeholders where needed.	Planning and advice

undertaken (follow up, advice, consultation)	adherence, provide assurance that any deviations will be corrected.		
--	---	--	--

Gate keepers and Criteria (Role and Responsibility)

- The Contractor must have some of his own equipment and if not must provide a signed letter of agreement with the sub-contractor for full utilization of the equipment, as and when required.
- The Contractor to have service and maintenance plan of the equipment's (e.g. last service date and service warranty letter).
- These tender should be awarded to a 50.1% BO suppliers in the form of these hierarchy (BPLwD, BYO, BWO and BO). Company registration documents, Joint venture Agreement and Water and Lights bill or Letter from the Chief will be used to verify locality.

Process for Monitoring

This process will be monitored through internal audits and assessments.

Related/Supporting Documents

N/A

The rental of equipment and Operating of Plant Cleaning Equipment Scope of Work

Scope of Work Requirements

The contractor shall be responsible for the rental of the equipment, cleaning of plant and operators for the following plant cleaning equipment for 24 hours services with a turnaround of less than 3 hours:

Table 1: Plant Cleaning Equipment

Equipment	Quantity	Specification
Skid Steer loader (Bobcat)	02	Engine Power: 26.8
Tipper Truck	2	10m3
Telehandler	1	7-8 Ton
Mobile Crane	1	55 Ton
Mobile Crane	1	120 Ton
Mobile Crane	1	220 Ton
Diesel vacuum trucks	03	Tank capacity: 10000L
Forklift diesel	1	3 Ton
Forklift diesel	1	7 Ton
Cherry Handler	1	3 All terrain
Backhoe loader	01	426F2

Each time equipment is required on site, the Supply Manager will issue a task order for the rental and delivery of the specific equipment, will also indicate the rental duration. The duration of rental will differ; it will depend on the need at the time. The Supplier will collect the equipment at the end of each rental period. The equipment must be supplied with diesel. The equipment might be required to work day and night shift

including weekends. The supplier to have sufficient number of operators to be able to work continuously when required.

NB: The vacuum truck(s) will also be used to vacuum hot ash, supplier to provide pipes that can withstand high temperatures.

Inspections and report

The Employer together with the Supplier will do inspections on delivery of the equipment to site. Equipment delivered to site must be roadworthy. Equipment that are not in acceptable condition will not be allowed to site.

Tools and Equipment

The Supplier shall provide all tools and equipment necessary to execute the Scope, this includes pipes, connections, couplings, etc.

All Equipment brought to Kusile Power Station will be subjected to a quality and safety inspection. Inspections will thereafter be carried out as per quality assurance plan.

Management Meetings

- a) Site meetings & inspection meeting between Eskom & the Supplier shall be on as when the need arises.
- b) The person convening the meeting within five days of the meeting shall submit records of these meetings to the Supply Manager.
- c) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting.
- d) 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.

Safety, Health, Environment and Quality Management

- a) The Supplier shall comply with the Kusile power station's Safety, Health, Environment and Quality policies. The contractor and/or supplier shall have a documented and implemented management system that are in line with Kusile Power Station SHEQ management systems e.g. environmental policy, operational procedures relating to their activities, aspects/impacts register etc.
- b) The contractor and/or supplier shall prepare an environmental management plan relating to their activities that will be carried out. The environmental management plan shall be based on, amongst others, Eskom Kusile Power Station's OEMP and any other applicable environmental legislation. The environmental management plan must include all the aspects and impacts relating to the activity and address the principle of continual improvement
- c) The contractor and or supplier employees shall be inducted on the environmental requirements as per these documents.
- d) The contractor and/or supplier shall comply with all Eskom Kusile Power Station environmental requirements such as policies, standards and procedures
- e) The contractor shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract
- f) Method statements shall be submitted for approval by the Eskom Kusile Power Station Senior Environmental Advisor, prior to commencement of and activity. Non-conformance and incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:

- ☐ The cause of the non-conformance/incident
- ☐ The proposed actions to correct and prevent recurrence
- g) Eskom Kusile Power Station shall issue non-conformances where there are deviations from Eskom Kusile Power Station Procedures and any other environmental requirements
- h) The contractor and or supplier shall allocate funds for the implementation of environmental requirements
- i) Contractor shall comply with environmental requirements as per 237-555-ENV-SP Kusile Environmental Management Requirements for contractors and Supplier Specification.

Manpower Requirements

The Supplier Cleaning Staff

- a) The Contractor will employ sufficient staff to cater for the SOW. This should include the following skilled personnel as well:
 - i. 1 x Safety Officer
 - ii. 2 x Supervisor
 - iii. 3 x Bobcat Drivers
 - iv. 5 x Vacuum truck drivers
 - v. 3 x Tipper Trucks
 - vi. 5 x Assistant vacuum truck drivers, also to fulfil the role of the spotter
 - vii. 2 x Tractor Loader Backhoe (TLB) Driver

The numbers stipulated above are just a guide; the supplier must supply sufficient number that will be able to cater for emergencies when they arise. The supplier should comply to hours of work as stipulated in the basic conditions of employment act. The operators can be multi skilled in operation of the different equipment.

- a) Cleaning will be done as and when required. In emergency situations the work will need to be done continuously 24/7 until the work is completed.
- b) The Contractor supplies proof that the cleaner performing a task has been trained and is aware of all conditions /requirements pertaining to the use of the equipment that he is using as well as the hazards associated with this. Proof of such training must be kept and made available to the Employer on request.
- c) The Contractor staff will wear uniquely identified clothing at all times which will identify the Contractor.
- d) Under no circumstances will the Contractors staff wear the Employers overalls or hats.
- e) The Contractors will ensure that the cleaners are under constant supervision at all times.
- f) The Contractors will be responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- g) The Contractors will be available for emergency cleaning.

Rules are as follows:

Ensure that your site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the Contractor's yard. Scrap is to be cleared from Site daily.

Eskom's Life Saving Rules of Safety:

- a) In the interest of promoting a safe and healthy working environment, the Eskom executive committee has approved the implementation of cardinal rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.
- b) The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.
- c) These rules are determined beforehand to enable the organisation to clearly communicate the established cardinal rules and how to deal with non-compliance to the workforce prior to the implementation of such rules. These rules have been implemented as from 1 January 2009 and will be strictly enforced.
- d) Failure by any person or Contractor engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences. These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously.
- e) It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

There are 6 identified Lifesaving rules and they are as follows:

RULE	DESCRIPTION OF RULE
Rule 1	OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH (That is plant, any plant operating above 1000 V)
Rule 2	HOOK UP AT HEIGHTS Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	PERMIT TO WORK Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	SPOTTER/ FLAGMAN No Reversing Without a Spotter/ Flagman

Health and Safety Risk Management

After contract award:

- a) The Supplier must compile a Health and Safety Plan , filed in a Health and Safety File , comprising of the following :
- b) Proof of the contracting company's own Health and Safety Policy.
- c) Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- d) Proof of Risk Assessments regarding Hazards identified.
- e) Proof of Safe Work Procedures that derived out of the Risk Assessments.
- f) Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- g) Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company.
- h) Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labour as required Regulation 3 of the Construction Regulations.
- i) Proof of an Induction Program (Kusile SHE Rules be used as a Guide) and an attendance register signed by its employees prior the commencement of any work on site.
- j) Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid – one year. May only have been issued by an occupational health practitioner).
- k) Proof of contractors weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- l) Proof of Personal Protective Equipment (PPE) issued to contractor's employees.
- m) Proof of contracting company's Accident/Incident Reporting and Investigation System.
- n) Proof of checklists and where applicable test certificates, regarding contractor's tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.
- o) A "Section 37(2) Agreement with Mandatory" needs to be drawn up by the Contractor and the Contract Manager and co-signed before work can commence.
- p) The Safety Officer employed by Kusile Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act, before the Contractor will be allowed to start with the Works.

Manpower requirements

The Supplier Staff

- a) The Supplier will employ sufficient staff to be able to deliver the equipment to Kusile Power Station and collection of it thereof.

Site Inspection Requirement

The Supplier acknowledges that he/she has satisfied himself, before submitting his tender,

as to the layout of the premises, the quantities and nature of work and labour, materials and equipment necessary for the completion of the plant cleaning services, additional services, the means of access to the premises and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his contract.

Supervision Requirements

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

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

PSR and ORHVS Regulations Authorization Requirements

- a) All Contractors will ensure that they are informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that they at all times comply to the requirements of these Regulations.
- b) All Supervisors of contracting companies, who are directly involved with Eskom's Permit to Work System, shall be trained on PSR and ORHVS regulations and on successful completion of Kusile's authorization / evaluation process, and must be authorized as Responsible Persons for access in the switchgears.
- c) The Responsible Person (RP) shall ensure that:
 - 1. The conditions of permits and cautionary notices are strictly adhered to.
 - 2. The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately.
 - 3. The safe work procedures as lay down by Kusile Power Station and as determined by the Risk Assessment, shall be followed.
 - 4. The workers register and cautionary notices are discussed daily with workers
- d) At least one person in the Contractor's service shall be competent to inspect scaffolding in the case where the Contractor himself needs scaffolding. Certificates must be handed in at Contract Management after the contract has been awarded.

Equipment Management Requirement

- a) The Supplier shall ensure that there is a process in place to manage his equipment and tools. The statutory inspections and testing shall be done according to the requirements of the law.
- b) The equipment shall be inspected as per the requirements by the law. The small equipment and tools that are used daily by the cleaners shall be marked with unique codes and signed in and out by the employee using them.
- c) This is to ensure that no tool is left on the plant and that every tool that is lost can be accounted for.
- d) Every new tool bought shall be reported to the Contract Manager and every tool not returned by an employee after completion of the works shall be reported to the Contract Manager.
- e) All tools and equipment shall be on the Contractor's asset register. Asset register shall be submitted to the Contract Manager on request

Note: On technical evaluation of this tender, preference will be on high tech tools that will enable ease and effectiveness of cleaning. List of tools and equipment will be discussed during technical evaluation.

Road Rules Requirements

Kusile Power station roads are maintained in a fair condition and all construction traffic is limited to using these roads. Kusile traffic regulations are adhered to at all times. The speed limit is 40 km/h and other area is 20 km/h.

Security and Access Requirements

- a) The Supplier is informed of the access procedures through Kusile Procedure. "Access Control and Protection of Eskom Assets" and should expect that such procedures may change depending on the prevailing security situation.
- b) Temporary entrance permits are issued to contractors who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photo copies of Identity documents are also required.
- c) This must be arranged with the Contract Manager. Lost permits will be paid for by the Contractor to Protective Services at a cost. All permits need to be returned to Security or the Contract Manager upon completion of the contract. A list of tools is submitted which is verified by security staff prior to tools entering the security area.
- d) Should any Contractor staff be transferred from Kusile or leave site, the Contractor ensures that personnel leaving site are transported out of the security area and that the permit is returned.
- e) Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to contractors who are on site for less than 3 months. This must be arranged with the Contract Manager.
- f) No private vehicles will be allowed on site without a temporary permit.
- g) Arrangements must be made with the Contract Manager well in advance to allow sub-contractors and visitors onto site.
- h) No "Private Work" is carried out for or on behalf of any Employer Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorised persons are permitted to enter Red Zone areas.
- i) The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Kusile will considerably speed up entrance to the power station.
- j) The Contractor and/or Supplier must notify the Contract Manager immediately of any employees no longer in his/her service.

Supply of Electricity Requirement

- a) Electric power for construction, both 220V AC and 400V 3-phase supply, is supplied at Site free of charge, but connection fees are for the Contractor's account.
- b) All installations comply with the details set out in Kusile Maintenance Procedure - Contractor's Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Kusile Safety, Health and Environmental Specification for Contractors.
- c) The Employer does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered. A written request, indicating the Contractor's requirements is submitted to the Contract Manager as soon as possible after the Contract Date.

Water Management Requirement

Potable and raw water for construction purposes is also available free of charge.

A written request, indicating the Contractor's requirements is submitted to the Contract Manager as soon as possible after the Contract Date. Exception is at the recovery dams, where contractor must supply drinking water to his employees.

Sanitary Facilities

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the Employer and all the Contractor's personnel may make use of these facilities.

Except at the recovery dams where the contractor must supply portable toilets to his employees.

Plant Area and Services Scope of Work

The Rental of equipment and Operating of Plant Cleaning Equipment for Kusile Power Station

Additional requirements and services to the above table:

Maintenance:

The equipment rented to Kusile Power Station should be having a full service history. The equipment will not be placed onsite when not required.

Base for Service:

The contractor is expected to operate this service within close location of the Kusile Power Station Sites, at least 70 km's radius to ensure timeous and quality service deliverables.

Transport:

For the provision of labour, consumables and any other services related to the services contract will be managed by the contractor. The contractor will have to be familiar with the Kusile requirements for giving vehicles access to site.

Interpretation and terminology

C.V.	Curriculum Vitae
BEE	Black Economic Empowerment
N.B.	Note Briefly
Etc.	Etcetera
QA	Quality Audit
QC	Quality Check

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

Management strategy and start up.

The *Contractor's* plan for the service

The contractor's method statement should include the following:

List of the number of people allocated to provide the services
The availability of each resource
A list of Industrial equipment that will be supplied
How the equipment will be transported to site
A Daily/Weekly Check-sheet detailing completed activities
A Quality control plan

Service to be delivered on a daily basis as stipulated in the scope of work and should not be affected in the event of absenteeism.

The *Contractor* ensures that the work schedule for the service is revised if the need arises and ensures effective planning is done to carry out the works. E.g. materials permits to work, scaffolding etc.

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:
Contract Handover	On commencement date of the Contractor	<i>Employer's</i> site	<i>Employer, Contractor, Contract Supervisors</i>
Compensation events	As the need arises	Task Order	<i>Employer</i> and <i>Contractor</i>
Overall contract progress and feedback	Monthly on 7 th day of each month	<i>Employer's</i> site	<i>Employer, Contractor and Contract Supervisors</i>
Weekly and Daily inspection	To agreed date between the <i>Employer</i> and <i>Contractor</i>	<i>Employer's</i> site	<i>Employer</i> and <i>Contractor</i>

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

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

Contractor's management, supervision and key people

The Contractor provides an organogram of the proposed company structure with the tender showing the number of people, all relevant designations and applicable qualifications.

The *Contractor* and the *Contractors Supervisor* works closely with the all *Employer's* personnel

Provision of bonds and guarantees

Not applicable .

Documentation control

A method statement that includes the overall site cleaning, handling of bulk material strategy.

An Assessment Certificate will be issued by the *Employer* at the monthly basis prior to issue of an invoice.
A Task Order will be issued by the *Employer* for any additional material or service requirement

Minutes of Meetings must be recorded using minutes or a register prepared and circulated by the person who convened the meeting

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

_____ 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)

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

Contract change management

Additional service or material as indicated on the Price List for additional cleaning requirements

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

In terms of core clause 52.2, the *Contractor* is required to keep these records

- accounts of payments of Defined Cost,
- proof that the payments have been made,
- communications about and assessments of compensation events and other records as stated in the Works Information

The *Contractor* is required to submit proof of all actuals, in order to be verified at the completion of the Payment certificate and invoice assessment, should the *Service Manager* request to do so.

Insurance provided by the *Employer*

Refer to the NEC3 Term Services Contract, Eskom Insurance Policies

Training workshops and technology transfer

Eskom Holdings SOC Limited Document Management System Procedure 32-644 will apply.

Design and supply of Equipment

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

Equipment

Not applicable

Information and other things

Hand Over Access card back to security personnel and sign out

Management of work done by Task Order

A task order will be issued by the *Service Manager* that must be to be accepted by the *contractor* prior to commencement of work.

Additional material requested will be delivered to site and be received by the *Service Manager*.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements listed below:

- Occupational Health and Safety Act – 85 of 1993
- Eskom Safety Procedures as included in Point 1.3.

The Contractor takes every precaution to ensure safety and to protect the Works and temporary Works. The Contractor is responsible for the safety and security of his personnel, materials on site and the Works at all times. The Contractor adheres to the safety regulations pertaining to the power station.

The Contractor provides all the required safety and personal protective equipment to his staff for the duration of the contract. The Contractor and his personnel attend an induction meeting on site and sign the attendance sheet provided as proof of attendance.

The Contractor provides a comprehensive SHE (Safety Health and Environmental) Plan based on the risk assessment in the Attachment A, performed by the Employer. The Contractor also identifies his own risks and provides this in the SHE plan to the Employer.

Eskom Kusile power station site construction site rules have to be adhered to by the Contractor and staff. Induction will be given by Eskom in this regard. The Employer will require important health and safety specifications to be considered and submitted before work could start. Method statements, risk assessments and mitigation need to be contained and submitted as part of the SHEQ file

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

Environmental constraints and management

The Contractor complies with all legislative, Eskom and Kusile PS environmental policies.

Environmental Standard:

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

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

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

Waste Management

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

All waste must then be disposed of in the following waste bins:

- Normal Yellow dust bin-all soft waste
- Maroon bins - all steel and iron scrap
- Orange bins – Hazardous material like Oil, grinding discs etc.

No waste material must be accumulated or stored anywhere other than in the designated area. Waste removal from the designated site will be provided for by the Employer

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

Cleaning Material/Equipment

The *Contractor* must supply all equipment materials required for the works which must be kept at the current health and safety standards.

It is made known to the Contractor's that the Power Station is situated in an environmentally sensitive area. The Contractor acquaints himself with all statutory and local environment regulations and adheres to these without exception. The Contractor complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998. The *Contractor* must make every endeavour to protect the indoor environment with a particular attention to health and safety of the occupants, visitors and workers in the Building

Quality assurance requirements

The quality requirements are as per Eskom Supplier Quality Requirements Specification QM58

- The Contractor defines the level of QA/QC or inspection imposed on his suppliers.
- The programming of inspections, hold and witness points is agreed between the Employer and the Contractor prior to undertaking any work.
- The *Contractor* maintains a high standard of workmanship, as expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the *Employer*.

These methods to be employed by the Contractor are designed to ensure that regular maintenance is carried out at the highest quality

Procurement

People

Minimum requirements of people employed

- All staff required to perform the activities within the works information
- All relevant personnel names and titles must be specified to the *Service Manager*
- All new staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*

BBBEE and preferencing scheme

Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

.
[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Subcontracting

Preferred subcontractors

Subcontract documentation, and assessment of subcontract tenders

Limitations on subcontracting

Attendance on subcontractors

Plant and Materials

Specifications

Refer to Scope of Work (SOW)

Correction of defects

Not Applicable

***Contractor's* procurement of Plant and Materials**

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Tests and inspections before delivery

Refer to SOW

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

No access will be granted to the Contractor's employees without proof of medical examinations and safety induction training attendance.

All contractor personnel is carefully screened and issued with ID tags. The Employer has the right to deny access to any person not having proper identification.

All Contractor personnel are subject to an alcohol breathalyser test prior to entering the Employer's premises. Any personnel found under the influence of alcohol will not be allowed on the Employer's property.

Asset registers of all tools and equipment incorporated or consumed in providing the service shall be maintained by the contractor and shall be audited and inspected by Employer from time to time.

The Employer must supply all equipment, cleaning materials and safety equipment required to provide the cleaning services required, The Contractor provide personal protective equipment required. All management and staff must comply with the security requirements of the Kusile Pumped Storage Scheme.

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Normal working hours is the working hours of the business.

- Monday to Thursday 07:00-16:15
- Friday s 07:00-12:00

Other hours will be determine as per critical path activities during outages / breakdowns

Overtime on a as and when required basis, but must be approved by the *Service Manager*

Daily time sheets must be kept up to date of normal time and overtime worked at all Times. The *Employer's Contractors* time sheets to be used

Overtime to be worked on an as and when required Basis when needed.

All overtime worked must comply with the rest period requirements of the *Employer*.

Conduct

The *Contractor* and his *employees* are required o maintain professional and ethical contact at all times, that up holds the Eskom Values to the highest standard.

Should the *Contractor's employees* be found to contravene the Eskom Values, Life Saving Rules and / or any of the aforementioned regulations, the *Contractor* must institute disciplinary action, which may include removal from site, until the disciplinary process is concluded.

Records

The *Contractor* is expected to keep appropriate and sufficient records (including but not limited to) of his *employees*:

- Attendance registers,
- Employee performance,
- *Contractor's* Performance

- Production,
- Safety and Environmental statistics; and
- Any other required records as communicated by the *Employer*

Health and safety facilities on the Affected Property

The *Contractor* must familiarise his employees, with the location of the Medical –and Emergency Services on the Affected Property.

The *Service Manager* will inform the *Contractor* of the emergency preparedness procedure (EP) procedure, and the *Contractor* must ensure that the EP procedure is shared with his *employees*. All other requirements and / or facilities will be communicated by the *Employer* to the *Contractor*

Environmental controls, fauna & flora

Proper care of the natural environment is important to prevent nuisance and environmental degradation.

All contractors shall comply with the environmental management procedures and Environmental legislation of the *Employer*.

Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

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

Cooperating with and obtaining acceptance of Others

The cross reference from core clause 25.1 about cooperation generally as well as details about others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of others.

Kusile Power Station is a construction site and therefore the affected Property is shared and accessible by others i.e. OEM's, Kusile Project employees etc. Should the *Contractor* request any interface with others it will be co-ordinated by the *Employer*, should the need arise.

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

Records of Contractor's Equipment

The Contractor submits a list of all equipment and tools (with serial numbers, wherever possible) to the Security office in order to get approval before the items can be brought onto site. The security waybill process will apply for any movement of equipment.

Equipment and vehicles left on site is done so at the Contractor's own risk.

Equipment brought onto site for one day must also be declared at security and a separate form signed and approved. All materials can only be removed from site by means of a removal permit issued by the Employer.

Equipment provided by the Employer

Site services and facilities

Provided by the *Employer*

The Employer may provide a site for the Contractor with an office and space for equipment and material, if space available. Sanitary and ablutions, showers with basin facilities, canteen area, water and electricity are also provided by the Employer free of charge.

Provided by the *Contractor*

The Contractor is to supply all the personal protective equipment, transport, meals, tools, equipment, facilities, consumables and every other item of expense necessary to perform the required service on site.

Control of noise, dust, water and waste

- The Contractor will be required to use appropriate PPE at all times to mitigate and minimise exposure to noise and dust when entering or working on plant.
- The Contractor must treat the water as a scarce resource and recycle where possible.
- Risk assessments must be completed before commencing with any task to be current at all times (Live Document)
- All relevant procedures to be used at all times

Hook ups to existing works

Hooking up on heights is a non-negotiable Lifesaving rule of Eskom. Kusile Power Station applies Zero Tolerance to non-compliance of this rule or any other Lifesaving rule. The same disciplinary process procedure will be followed when any of the Lifesaving rules have been breached.

The work will be approved by Compliance Manager before commencement of work. (Rigging, Inspection of Equipment, slings, etc.)

Tests and inspections

Description of tests and inspections

The Inspections of machine and validity of vehicle permits and authorisations of personnel will be done by Service Manager on adhoc basis or randomly for compliance

Materials facilities and samples for tests and inspections

Not applicable

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title