



NEC3 Term Service Contract (TSC3)

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

**and
(Reg No.**

for Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

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CONTRACT No.

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	

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*.

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Holdings, Lethabo Power Station

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details

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

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

For the tenderer:

For the Employer

Signature	_____	_____
Name	_____	_____
Capacity	_____	Eskom Holdings, Lethabo Power Station
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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: Additional conditions of contract
	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):	Hildah Mukwevho
	Address	Lethabo Power Station
	Tel	013 295 9973
	Fax	[•]
	e-mail	MukwevTH@eskom.co.za
11.2(2)	The Affected Property is	Lethabo Power Station

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

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11.2(13)	The <i>service</i> is	Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two weeks
2	The <i>Contractor's</i> 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	Two weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	5 years
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	Between the 15th 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	Two weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question

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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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1.
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	Two 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).
	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

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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	November 2021															
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>80%</td><td>Labour</td><td>SEIFSA Table C3</td></tr> <tr> <td>5%</td><td>Transport</td><td>SEIFSA Table L2</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	80%	Labour	SEIFSA Table C3	5%	Transport	SEIFSA Table L2	15%	non-adjustable		100%		
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5%	Transport	SEIFSA Table L2															
15%	non-adjustable																
100%																	
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																	

Any damages that are caused by the *Contractor* will be deducted from the *Contractor* during assessment. Below is a table with the risks and penalties:

NO	Risk	Effect	Penalties
1.	Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list.	Contract agreement which will lead to NKP, SAPS and PSIRA law, Environmental Contravention, Safety Contravention and Contract Law Contravention.	A day's hourly rate to the unqualified Person on site from the 1st day he or she was on site. The Person on site to be replaced immediately.
2.	Safety or	LTI's due to	Early warning and

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	Environmental incident. LTI's due to negligence. Early warning and NCR.	negligence.	NCR.
3.	Failure to provide PPE safety gear on time to Site Personnel.	NKP, SAPS, PSIRA law and Safety Contravention.	R200 a day of delay.
4.	Delays on submitting the revised plan by the Contractor after 07 days of written instruction by the Employer.	Non-compliance to the law and delay to the completion of the task.	R200 a day of delay.
5.	Unavailability of any work equipment as per the price list due to negligence or poor planning by the Contractor.	Non-compliance to the law and delay to the completion of the task.	R500 a day depending on the equipment that is unavailable.
6.	Unavailability of personnel due to poor planning for leave absence *daily staff attendance to be more than 90% failure to do that will be penalised*	Poor contract performance due to the shortage staff.	Hourly rate for any absence.

X18	Limitation of liability
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p> <p>R0.0 (zero Rand)</p>
X18.2	<p>For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to</p> <p>the amount of the deductibles relevant to the event</p>
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p> <p>The greater of</p> <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	<p>The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</p> <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p>

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		<p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <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	one 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	3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager*

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within thirty days of the notification or as otherwise instructed by the *Service Manager*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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- execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor*

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or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action

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

Collusive Action

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

Committing Party

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

Corrupt Action

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

Fraudulent Action

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

Obstructive Action

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

Prohibited Action

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

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

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

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

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

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

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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 44 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 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.

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Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

Note: The undertakings shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

3.1. BBBEE requirements: All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:

3.2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3.3. Procurement spend on entities with a minimum 51% black ownership (should the company subcontract they need to declare)

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. Overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement Designated Group	from	Eskom Target	Tenderer Proposal
Black Owned		0%	
Black Women Owned		0%	
Black Youth Owned		0%	

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Black Persons with Disability	0%	
-------------------------------	----	--

3.4. Job opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

3.5.

Enterprise Development

Are there specific ED requirements that are not achievable through Sub-contracting?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, the main contractor is required propose development in the following areas or against the following Eskom's targets:

Eskom's Target	Tenderer Proposal
The bidder to identify and incubate a Small Measured Entity from the above-mentioned District Municipalities. Assistance could be in the form of business support/ equipment/finance.	

A detailed ED plan that shows impact to the beneficiary should be submitted to the employer for approval prior to contract award. The ED implementation plan should include the following:

- ☐ Clear objective.
- ☐ Priority interventions
- ☐ Key performance indicators; and
- ☐ A concise implementation plan with clearly articulated milestones

In addition, they will expected to draft an ED proposal within eight weeks of contract award stage. ED agreement must be signed with the beneficiary and sent to Eskom for review and acceptance. Progress will be monitored throughout the duration of the contract.

Section 4: SDL&I Penalty and Performance Security

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Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

Eskom receives the SDL&I progress report/s from the contractor.

Fulfilment of all SDL&I obligations by the contractor.

Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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:	

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

Experience:

2 Name:

Job

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	R7 638 000 excluding VAT and CPA

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PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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.

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

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C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Contract duration	Rate	Price
1	Dayshift - Normal 12 hours					
1.1.	1 x Armed Tactical Supervisor	Monthly	1	12		
1.2.	9 x Armed Tactical Security Officers	Monthly	9	12		
2	Nightshift - Normal 12 hours					
2.1.	1 x Armed Tactical Supervisor	Monthly	1	12		
2.2.	9 x Armed Tactical Security Officers	Monthly	9	12		
3	General Expenses					
3.1.	Tactical security apparel (rate should cover for the provision of issue for twice per year for each person)	Sum				
3.2.	Entry and Exit Medicals	Sum				
3.3.	Safety File	Sum				
3.4.	Travelling Costs					
3.4.1	Double Cab	Monthly	2	12		
3.4.2.	Single Cab	Monthly	1	12		
3.5.	Meals	Daily	20	12		
	Total Exclusive of VAT					

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1

SCOPE OF WORK:

1. Nature of services to be provided

The nature of services to be provided but not limited thereto are as follows:

- The tactical support and security services to be rendered shall be intelligence-driven and crime prevention focused for purposes of monitoring and safeguarding the identified high risk and vulnerable areas within the generating plants at the power stations. The protective condition shall focus on deterring, detecting, deflecting and defending against acts of criminality such as plant tampering, vandalism, unauthorized access, unauthorised removal of copper cables, other assets and equipment, bypassing security measures, security breaches, security incidents, industrial action (strikes, demonstrations, protests, sit-ins, picketing etc.), but not limited thereto.
- The deployed TSOs shall be agile, swift, observant and vigilant; and shall rapidly to respond to alarms, incidents, crime scenes, imminent or potential threats in the plant environment, that may negatively affect security of supply or introduce risks to operational performance and stability at the power stations.
- Use shall be made of covert and overt deployment of TSOs on a rotational basis.
- Foot and vehicle patrols shall be conducted to cover the targeted plant high risk and critical vulnerable areas and shall not be predictable.
- Scheduled or random stop and searches of vehicles, people, equipment, etc. shall be conducted at identified high risk areas as directed by the designated Eskom Project Manager.
- Reaction to any security emergencies or life-threatening situations on site shall be provided without delay.
- Gathering information, intelligence on potential threats and/or emerging risks.
- Recruiting, deploying and /or handling agents and informants.
- Proactive assessment of information from various sources including environmental scanning and hotspot analysis.
- Prevention of unauthorized removal of Eskom assets from Eskom sites and network infrastructure.
- Provide situational and operational reporting.
- Record events and incidents through audio- visual or digital means.
- Perform crime scene management and preservation of evidence, witnesses, etc. until SAPS responds and takes over.

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2. Segregation of roles

- The Eskom In-house and contract security teams will be responsible for the day to day security functions and operations at the Power stations.
- The TRT security team will be deployed within the primary generating plant areas in the power stations and shall remain under the control of the appointed Security service provider supervisor during the tour of duty.
- The responsible Eskom Security Manager shall exercise overall command of the Security resources on site.

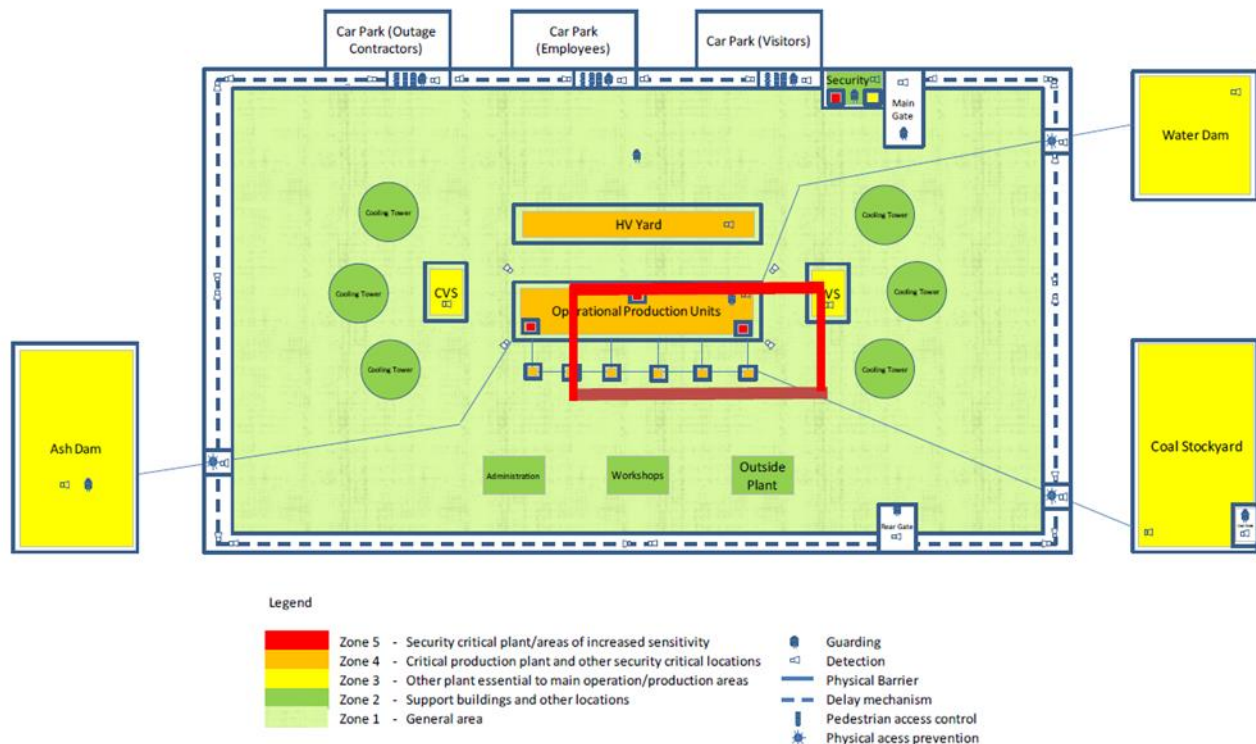
3. Pre- deployment provisions

Prior to site deployment the following provisions are to be in place / and adhered to.

- Safety file approved.
- Site induction.
- Access authorization process (site permit)
- Only company firearms licensed in the security Contractors name may be utilized as per this contract.
- Personal protective equipment.

No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this agreement at the cost to the contractor.

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer



A plant orientation will be conducted once the induction and access authorization processes have been completed.

- The specific plant areas where the resources shall be deployed and shall focus on are outlined in the table below, this might change during the deployment period as certain risks become known or evolve.

TURBINE AREA	
•	BOILER FEED PUMP SYSTEM.
•	HP, IP, LP TURBINE SYSTEM.
•	TURBINE LUBRICANT SYSTEM.
•	GENERATOR AND EXCITER SET.
•	GAS COOLING SYSTEM.
•	UNIT CONTROL AIR SYSTEM.
•	GENERATOR AVR ROOM.

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BOILER AREA
· HYDRASTEP SYSTEM.
· BOILER WATER CIRCULATING PUMPS.
· HP BYPASS SYSTEM.
· THERMOPILE SYSTEM.
· FD, ID, PA FANS.
· SAFETY VALVES: DRUM, SUPERHEATER, REHEATER.
· SSC
UNIT SWITCHGEAR/EQUIPMENT ROOMS
· MV ROOMS (1 – 6)
· LV ROOMS (1 – 6)
· BFP EQUIPMENT ROOMS (1 – 6)
· BATTERY ROOMS (1 – 6)
· UNIT EQUIPMENT ROOMS (1 – 6)
· STATION BOARD 1 & 2
· O/P EQUIPMENT ROOM
· STATION DIESEL GEN ROOM
· STATION BATTERY ROOM
· STATION EQUIPMENT ROOM
· STATION UPS ROOM
· UNIT DIESEL GEN ROOM (1 – 6)
· UNIT PRECIP ROOMS (1 – 6)

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

4. Responsibilities of Tactical Security Officers during deployment

- All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations.
- All Security officers must be registered with PSIRA at the required grade (no less than Grade B).
- Security officers must be in possession of their valid PSIRA and company I.D cards at all times.
- During protests, demonstrations, strikes, etc. fully kitted uniformed security officers equipped with appropriate personal protective equipment must manage and control violent protest or other situations. Video recording of such incidents will be required.
- Armed Security officers must possess valid firearm competency certificates (issued by SAPS) and carry it at all times.
- Armed Security officers must always carry Company issued Firearm permits whilst on duty, as per the Firearm Control Act.
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.
- Armed security officers should have undergone Regulation 21 training.
- Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.
- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties and the contractor held liable for any losses or damages incurred as a result thereof.
- Security officers must be able to read and write and express themselves well in English.

5. Firearms

- Only Eskom approved firearms are allowed. For the usage in terms of this contract licensed shotguns with rubber bullets will be applicable.
- Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- The contractor is responsible for providing firearms, ammunition, firearm safes and registers as per the Firearm Control Act, for the management and control of the company's firearms.
- No TSO shall be permitted to use or be issued with an Eskom firearm under any circumstances.

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

1 Description of the service

1.1 Executive overview

The scope of work will entail the following:

Provision of tactical response team at Eskom Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

The *works* for this contract addresses the ***Tactical response security officers*** that will cater for the NKP security services for the entire operation of Eskom Lethabo Power Station and other area as required by the *Employer*.

The *Contractor* will be required to supply manpower, equipment, safety equipment and personal protective equipment (PPE) to be able to service the needs of the power station. Part of the responsibilities will be daily and forward planning, managing and directing security services activities, have qualified and continuous supervision, manage the entire operation of Lethabo Power Station or any other emergency or urgent request.

The service will be on a Monday to Sunday. The *Contractor* to note that this is only proposed time, but the *Employer* reserves a right to change working schedule as he sees it fit to do so.

1.2 Employer's requirements for the service

Scope of work

The scope of work will entail the following:

Provision of tactical response team at Eskom Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer.

Applicable legislations:

Provision of tactical response team at Lethabo Power Station by Performing vehicle and foot patrols within the NKP surroundings, within the inclusive of plant, emergency response, emergency duties during emergencies and special duties as determined by the Employer

Lethabo as a National key point is governed by the National key point act 102 of 1980, Control of firearms and ammunition act 60 of 2000, PSIRA 56 of 2001 and MISS document.

Induction: Eskom Safety Risk Management will present induction to security officers before deployment. SHEQ induction cover safety, health environment quality, Life Saving Rules and COVID 19 measures to be adhere whiles on Eskom site.

Security induction cover the powers of the NKP owner, powers of security officers whilst on duty, security registers, procedures pertaining movement of people, assets, employees, an information.

Dress Code:

All service providers' Security guards shall dress in full uniform when on duty and no private clothes will be permitted to be worn with their uniforms.

The service provider shall ensure that security guard's uniform is always neat and clean when on they on duty.

When required, reflective vests (bibs) will be worn with the uniform, (Security manager will communicate to the service provider the areas where reflective jackets are required).

The service provider shall ensure that security guards are provided and wearing body armour vest with uniform at all time.

The service provider shall provide correct PPE to the security guards (firearms prescribed by Eskom, torches, panic buttons, hand held radios, rain suits, safety boots and hardhats)

The supplier shall supply and maintain the following:

Torches and batteries, Buttons, Hand cuffs, Pepper spray, Reflective vests, Two-way hand radios plus repeater, the fire arm (Pistol), Transport and housing, Uniforms (shoes, trousers, shirts, caps, jackets, rain coats, belt, epilates, jerseys), Safety shoes/boots, hard hats, eye protection, hearing protectors, Stationery, Face shield Mask, Sanitizers

:

Employer's requirements for the service

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The Service Provider must be registered with PSIRA and the security Personnel must also be registered with PSIRA at least Grade C & security supervisor registered PSIRA Grade B (proof of registration –Mandatory)

The security personnel will be required to work a two (2) shift cycle: Day shift 12 hours; and night shift 12 hours.

The Service Provider must have licence to carry fire arms (9mm Pistols) –Firearm Licence for the company and list of minimum of 20 firearms and serial numbers for the company (proof- Mandatory)

Three (03) Traceable, contactable references to have rendered similar work at the national key point area site for the minimum of one(01)year (provision of the order/letter with the institution letterhead confirming that the supplier have rendered security services (proof-Mandatory)

Owner/ Directors PSIRA registration certificate – (proof-Mandatory)

SAPS criminal clearance for the owner/ Directors with no criminal record–Mandatory

PSIRA Letter of good standing and Psira Hr list for the employees (minimum 20 employees) – (proof-Mandatory)

Additional requirements

Before the entire compliment will be allowed on Site at Lethabo Power Station, the Service provider will hand over certified copies of the following documentation to the Security Manager at Lethabo Power Station:

- Educational qualifications, Valid PSIRA registration certificates, Valid Firearm SAPS competency certificate, Valid National key point training certificates
- All security officers shall adhere to the rules and regulations of Lethabo Power Station all the time during the duration of the contact
- All officers shall undergo safety induction training at Lethabo Power Station
- Radio contact shall be maintained with the main security gate at all times

The scope for security services shall include, but shall not be limited to the following categories of services:

All security officers equipment /site requirements listed below shall form part of the scope for the provision of security services and shall be covered in the overhead fee and profit payable to the supplier to ensure that the officers are fully equipped to perform their duties.

Batons

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- Pepper Spray
- Torches per officer
- Communication devices eg. PPT, PTT (incl SMART PTT and iTALK devices), Two-way radios and/or cell phones
- Handcuffs
- Security Supervision 1 visit per shift
- Fire extinguishers for vehicles
- First aid kits
- Real time guard monitoring devices/ systems and reporting capability
- Access control services such as breathalyzer testing and access control monitoring
- Security uniforms
- Firearms (9mm pistols and 12 bore Shotguns)

SPECIFIC TRAINING REQUIRED BY ESKOM FOR COMPLIANCE PURPOSES AND WHICH FALLS OUTSIDE OF THE PSIRA OR NKP STIPULATED TRAINING FOR SECURITY SERVICES SHALL BE UNDERTAKEN AT ESKOM'S COST.

Transportation of security guards

The PSIRA guidelines provide for the costs associated with the transportation of security to be included in the overhead and profit cost. In this regard Eskom shall not pay additional costs for the transportation of guards to and from work. It is in exceptional cases that such costs will be borne by Eskom. In cases where such services are to be paid over and above the tendered rate for security services, the motivation for such additional costs shall be submitted to the business unit General Manager for approval prior to the tender process. Once approval is granted, such costs will form part of the offer by suppliers and be priced separately.

N.B.: for safety reasons no security guards shall be transported at the back of a bakkie.

Patrolling

The security manager shall specify the point for kilometre start for patrolling and the total kilometres to be patrolled per site prior to enquiry issue. No enquiry should be issued for patrolling without defined patrolling requirements. Sites shall have the option to decide the optimal costing for patrolling services, i.e. fixed monthly vehicle cost vs kilometer rate. A

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cost benefit analysis must be conducted by security and signed off by the business unit general manager prior to the requirements being stipulated in the tender document.

Where the rate per kilometre is used for patrolling costs, the AA rate for the various patrolling vehicles shall be used. Where the fixed cost for vehicle is used, tenders shall be required to submit with their tender the proposed fixed cost for patrolling the site with minimum patrol kilometres per month per vehicle.

Firearms

- Only Eskom approved firearms namely; 9mm pistols, and Shot guns may be allowed for usage in terms of this contract. Revolvers are specifically excluded for usage as per this contract.
- Armed Security officers must have competency certificates for the specific firearm in possession thereof.
- Security Company is responsible for providing firearms, ammunition, firearm safe and registers as per Firearm Act.
- Only company firearms licensed in the security service providers name may be utilised as per this contract.
- The contractor must ensure provision of equipment/facilities for making firearms safe. A procedure to that effect, should also be in place.
- Each armed security officer must be provided with two full (ammunition) magazines.
- The service provider must ensure that Security officer's private firearms are not utilised for their business purposes, in terms of this contract.

Security Officers (Grade B, C & NKP)

- All Security officers must be registered with PSIRA at the required grade.
- Security officers must be in possession of their PSIRA and company I.D card at all times.
- Armed Security officers must possess firearm competency certificates (issued by SAPS) and carry it at all times.
- Armed Security officers must always carry Firearm permits as per the Firearm control Act.
- Armed Security officers must have completed SASSETA training on the specific firearms they are expected to use.

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- Armed security officers should have undergone Regulation 79 training and continue to do so for at least once per year.
- Security officers will be expected to sign a declaration of Secrecy, before commencements of their duties in terms of this contract.
- Security officers may be subjected to a screening process.
- Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.
- Security officers should be able to read and write and express themselves well in English.
- Security officers may be required to undergo a polygraph tests as and when required.
- Security officers expected to perform driving activities as part of their tasks should have undergone driver training at an accredited institution.
- Security officers will not be allowed to access IT networks registries, communication networks or any sensitive/zoned areas even when responding to alarms.
- ☐ Security officers should be trained on the Standard Operating Procedures (SOPs) relevant for their site of deployment and/or be made available for training by Eskom at no additional costs on any process or procedure necessary for them to do their duties. Proof of training must be kept on file and availed to Eskom on request.
- No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the contractor.

Training

All Security personnel deployed must be trained in terms of the various legislative requirements. (Private Security Industry Regulatory Authority (PSIRA), National Key Point (NKP), Firearm Control Act (FCA)). All Security personnel to comply with the continuation and refresher training in terms of the NKP and FCA.

Supervision (Grade B)

All deployed guards must be supervised by a PSIRA Grade B supervisor. The supervisors must ensure that guards deployed at rural/ remote sites or areas with transport challenges are assisted to reach the sites. Smaller and remote sites will require a roaming Supervisor. The posting of guards is required to be done by the Supervisor at all sites (the practice of

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“self-posting” is not permitted). All equipment must be tested during each and every shift change.

Communication

The service provider must ensure suitable continuous communication between operational control room and their deployed staff. Either one or more of the following mediums of communications shall be provided as per user requirements: hand-held radios, satellite radio, contracted cell phones, base radios and push to talk (PTT).

Contingency plan

The service provider must have contingency plans in place for the following:

- ☐ Own Strike/Labour unrest amongst own staff.
- Shortage of Manpower due to e.g. absenteeism, sick leave annual leave.
- Equipment Failure e.g. Vehicle breakdown and Communication system.
- ANY PANDEMIC CONTINGENCY PLANS

The working times / Shifts

- Working times determined by PSIRA – 48 hours per week Shift workers and 45 hours per week days
- The security service is required 24 hours a day on a two shift cycle i.e. 06:00 to 18:00 dayshift and 18:00 to 06:00 night shift.
- A signed off reviewed list of Security officers deployed in terms of this contract must be provided on monthly basis, within 5 days prior to the commencement of the new month.
- The contractor is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- Safe handling of firearms during shift changes must be adhered to at all times. The contractor must ensure that a procedure is put in place to that effect.
- Safes must be provided by the contractor for the safekeeping of firearms not in use.
- The Security Officers will be expected to do a pre-job / daily risk assessment and safety talks before commencement of every shift.

Security Registers

- The Security Service provider will be required to provide with the Occurrence books, Visitors and After-hours register where necessary.
- Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.

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- Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- Contractor must ensure that quality registers are provided. Register must remain bonded, with no loose pages.
- Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to Eskom at any time.

Incident Reporting and Investigation

- All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.
- All incidents and response must be immediately reported to the Eskom control room.
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.
- Weekly status reports are to be supplied by the service provider.
- The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

Documentation

The following documentation is to be supplied by the security service provider at least four (4) weeks before a Task order can be issued and commencement of the contract.

- List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- Certified ID copies and PSIRA certificates of all security officers.
- Certified copies of firearm competency certificates of the security officers.
- List of all firearms to be used and certified copies of the licenses.
- Certified copies of all Security officers' firearm competency certificates.

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- Certified copies of SASSETA training certificates for all armed Security officers.
- Certified copies of the company and Directors PSIRA registrations certificates.
- Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- A list of all vehicles and maintenance records for vehicles to be used as per this contract.
- Driver risk profiles must be submitted for every driver as per this contractor.
- A compressive risk assessment and a site risk assessment report for all sites.
- Emergency Preparedness procedure with relevant contact details.
- Equipment list per site.
- Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:
 - Wearing of uniform standard.
 - Communication procedure.
 - Firearm handling procedure.
 - Shift changes.
 - Response process.

Safety Requirements

- All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
- All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
- Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.
- Security officers should observe the provisions of the Criminal procedure Act and all relevant legislation regarding the use of minimum force. Security officers should at all-time use minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control. No deliberate assault on suspects will be condoned.

Operational equipment requirements

- A list of equipment shall be fully specified as per sites requirements in the bill of quantities (BOQ). Service providers must supply this on an "as and when" required basis.
- The specification will be determined per the task order. All vehicles must be equipped with a local global positioning system or any other vehicle tracking device or system.

Manpower requirements

All Security officers deployed at Eskom sites must comply and adhere to Eskom policies and all relevant national legislations. (Annexures attached)

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Salaries and Payment

Security companies shall pay security officers at least the minimum wage specified on the Sectorial Determination, of the Private Security Sector, South Africa. Register all security guards with the Department of Labour: UIF, COID and provident fund.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
NKP	National key point

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2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

2.2 Management meetings

The Employer - Eskom is applying a workflow management system and the *Contractor* will be expected to attend meetings and provide feedback and maintenance plans as required. Below regular meetings of a general nature will be convened and chaired by the relevant people for the duration of the contract. The *Contractor* to note the importance and seriousness of these meetings are compulsory and all the mentioned people to attend them.

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 Management Meeting: Overall contract progress and feedback. This will include plant walks	Fortnightly - 13h00 to 10h00	<i>Employer's</i> office	<i>Contractor Owner, Site Manager, Employer's rep, Environmental rep and Safety rep.</i>
Assessments	15th of every month - 13h00 to 14h00	<i>Employer's</i> office	<i>Employer's rep, Contractor's Site and Site Manager</i>
Partners SHE Meeting	Monthly date and time to be communicated by Safety Department	To be communicated by Safety Department.	<i>Contractor Safety Officer, Contractor SHE rep, Contractor Site Supervisor and Contractor Site Manager.</i>
Safety talks: information sharing on the past incidents	Thursdays - 07h00 to 08h00.	<i>Employer's</i> boardroom	All <i>Contractor's</i> staff
Feedback meetings and toolbox talk	Daily - 07h00 to 7h30	<i>Employer's</i> boardroom	All <i>Contractor's</i> staff
Employer's plant feedback meeting	To be communicated by the <i>Employer</i>	<i>Employer's</i> boardroom	<i>Employer, Contractor Safety Officer, Contractor Site</i>

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			<i>Supervisor and Contractor Site Quality Inspector</i>
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Meetings

All meetings will be chaired and co-ordinated by the relevant people. Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the *Service Manager* by the person conveying the meeting within five (05) working days after the meeting.

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 (05) 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. Records of these meetings shall be submitted to the Department that requested the meeting and copy the *Service Manager* by the person convening the meeting within five days of the meeting. ANY OTHER MEETING THAT IS NOT SPECIFIED ABOVE, THE CONTRACTOR TO INFORM THE EMPLOYER AT LEAST ONE (01) DAY BEFORE THE SITTING OF THE MEETING.

2.3 Contractor's management, supervision and key people

An organogram to be supplied by the contractor depicting resources for the following functions:

Competent *Site Supervisors*, *Site Safety Officer*, and *Site Drivers* with all the skills as in the service information.

- Staff needed for the day to day operation for the provision of security services and any other equipment needed. These people need to be trained and competent. Certificates supplied by *contractor*.

Contractor's management, supervision and key people.

The *Contractor* shall supply the contract organogram of all names and surnames, addresses, contact details, at least 02 next of kin names, surname & cell number, lines of authority and roles of all employees involved in the contract. Should there be any changes, the *Contractor* to submit changes to the *Service Manager* within 07 working days after changes have been made.

The *Contractor* will be required to ensure the following throughout the contract:

- That he provides constant services in all areas where work is being performed.
- The *Employer's Rep.* must approve in writing any change to staff structure including names and after such approval, the *Contractor* shall submit an updated staff structure to the *Service Manager*.
- The Contractor Employees to be visible on the plant at all times to ensure work is carried out safely and according to the requirements of the works information.**

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- The *Contractor* ensures that before any work is carried out does the necessary risk assessments and informs his staff of what is to be done and ensures the work can be carried out safely.
- It is the responsibility of *Contractor's Site Supervisor* to always inform the *Service Manager* when he or she plans to be off-site for any reason in writing via email or cell-phone small message service - SMS (in cases of any type of leave, leave forms thereafter to be signed and approved by the *Service Manager* depending on the type of absence from site).
- The *Contractor* ensures that his staffs is always available and visible in the plant to deliver their daily activities services as per the people restrictions, hours of work, conduct and records.

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment

2.4 Documentation control

All correspondence between the *Contractor Owner*, the *Service Manager* and the *Site Manager* will be done in writing following these rules.

All work planning, letters etc. bears the sender's signature.

• **All letters to have a valid company logo or letter head.**

• Letters follows the numbering scheme described in point 9.

• Correspondence sent via E-mail:

• Call for service requests will be done via email or portable phone communication as it will be an everyday thing, the won't be a need for writing a letter.

• **Sender:** The letter is saved in PDF format and sent as an attachment to the receiver.

• The email Subject field contains only the doc reference number as described in point 9.

• The e-mail body may contain informal text but is not contractually binding.

• **Receiver:** The receiver replies to the e-mail or portable phone communication received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the letter in PDF format. In his reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt". This acknowledgement of receipt is contractually binding and serves as proof that the letter was delivered to the receiver's address (Core Clause 13.2).

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When a reply to a letter is required, e.g. "Acceptance of documentation" the receiver now becomes the sender and the procedure under for 3 a. and b. is followed with the receiver writing a new letter with a new reference number as described under point 9.

☐ Correspondence delivered by hand:

- **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.

- **Receiver:** The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender.

- Correspondence by fax:

- **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax.

- **Receiver** - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.

☐ Correspondence via messaging small message service - WhatsApp or SMS. will be accepted.

- **Sender:** The *Site Manager* sends a messaging small message service before 08h00 to the *Service Manager* informing him or her leave to be taken.

- **Receiver:** The *Service Manager* responds back to the *Site Manager* via the messaging small message service.

No other forms of correspondence are acceptable, nor will it be deemed contractually binding.

All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.

Correspondence numbering scheme

- *Service Manager* - The numbering of all formal correspondence from the *Service Manager* or *Site Supervisor* or *Site Administrator* starts with a prefix ACH-E followed by the correspondence number 0001, 0002 etc. Example: IC -E-0001.

- *Contractor* - The numbering of all formal correspondence from the *Contractor* starts with a prefix CH- C followed by the correspondence number 0001, 0002.....etc. Example: IC-C-0001.

2.5 Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Service Manager*;

- The contract number, order number and title;

- *Contractor's* VAT registration number;

- The *Employer's* VAT registration number 4740101508;

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- 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;

Payment will be based on services rendered as in the pricing list.

The *Contractor* supplies an invoice on the agreed format with details as above to financial accounting.

Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 45 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections. All outsourced invoices must show the *Contractor's* order numbers. The assessment must show all the lines as loaded on the SAP system. The *Contractor keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the conditions of Contract. The Contractor supplies copies with each assessment.*

For any outsourced scope of work the Contractor provides motivation to the Service Manager for acceptance prior to commencement of work.

2.6 Contract change management

N/A

2.7 Records of Defined Cost to be kept by the Contractor

N/A

2.8 Insurance provided by the Employer

N/A

2.9 Training workshops and technology transfer

N/A

2.10 Design and supply of Equipment

N/A

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

2.11.1 Equipment

N/A

2.11.2 Information and other things

All documentation supplied by the *employer* as well as all documentation filed by the *contractor* such as time sheets, legal documentation, removal certificates, safety documentation(toolbox talks) and disposal certificates where used, must be submitted to the *Services Manager* at the end of each works.

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2.12 Management of work done by Task Order

All additional work requested by the *Service Manager* will be done by issuing a task order. This may include emergency work as well as hiring of equipment. The Contractor needs to supply the *Service Manager* with the contents of the Task order. This must include the description of the work, price list as well completion date. After consultation the *Service Manager* will issue the task order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1 Health and safety risk management

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

3.1.1 SAFETY:

- The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.
- The *Contractor* complies with the *Employers* Plant Safety Regulations.
- The *Contractor* complies with the Safety, Health & Environmental Procedure for *Contractors* SPSE003.

3.1.2 Safety Plan

The *Contractor* maintains a safety plan in accordance with the OHSAct.

The *Contractor* provides safety statistical information on a weekly basis to the *Service Manager*, every Wednesday. Details of the reporting format and information required are obtained from the *Service Manager*.

3.1.3 Standard Isolation Procedure

The *Contractor* designs a standard isolation procedure for the use of his workforce which will be submitted to and accepted by the *Service Manager* 01 week before the *possession date* of the Plant. This will serve as a training and reference guide. The purpose is to impress upon his workforce the importance of safety in preventing injury to personnel or damage to plant. The safe start up and shut down sequences and step-by-step isolation sequence must be listed in the procedure, in-line with the *Employer's* Plant Safety Regulations and requirements.

3.1.4 Permit-to Work Arrangements

The *Contractor* operates under the Permit-to-Work system with lock-out facilities in accordance with the *Employer's* Plant Safety Regulations where needed.

3.1.5 Safety System

The *Contractor* will operate and maintain the prescribed safety system by the *Employer*. There will be 'as-and-when required' compliance SHE audit done by the *Employer's* Safety Risk Department.

3.1.6 Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear the relevant branded personal protective equipment as required for each task. Only SABS approved safety equipment is allowed to be used as in the pricing list.

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3.1.7 Plant Safety Regulations of the Employer

- The *Contractor* shall conform to the *Employers* Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
- The *Employer's Rep.* will apply for permit for the cleaning operation.
- The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations and Operating Regulations for High Voltage Systems to the *Contractor*.

3.1.8 Health and Safety Arrangements

- The *Contractor* must ensure that all his personnel attend the *Employers* Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department. Arrangements are to be made with Safety Risk Management through the *Service Manager* by the *Contractor*.
- Where new staff members join the contractors crew they need to attend the induction course and the safety file updated accordingly before they start work.
- The *Contractor* shall comply with the guidelines set out in the *Employers* Safety Manual. The sheet on the first page must be completed by the *Contractor* and submitted to the *Service Manager* before starting any work. This sheet will be valid for the duration of the contract.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* work place or site yard and the working areas to ensure that tools; machinery and equipment comply with the *Employers* minimum safety requirements.
- The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

3.1.9 Fire Precautions

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Fire fighting equipment must remain accessible at all times.
- In case of fire, the *Contractor* reports the location and extent of the fire to the *Employers* Electrical Operating Desk at extension 5222.
- The *Contractor* takes the necessary action to safe guard the area to prevent risk to plant and personnel and the spreading of the fire.
- The *Contractor* takes the necessary action to prevent any veld fires from starting.

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3.1.10 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Employer's rep.* must be informed immediately of any medical or disabling injury and within 24 hours of any first aid treatments. Any damage to plant and equipment with risks to production must be reported to the *Service Manager* immediately. Any damage to plant and equipment with no risks to production must be reported to the *Service Manager* within 24 hours.

☐ NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.11 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as a mandatory to assume the duties and responsibilities to the Contract. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

- The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.

- The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

- The *Contractor* shall appoint a person who liaises with the *Employers* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employers Safety Officer* with copies of minutes of all Health and Safety Committee meetings, whenever required.

- Supply the *Employers Safety Officer* with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employers Safety Officer* of any changes thereto.

- The *Employer* may, at any stage during the duration of this contract:

- Perform safety audits at the *Contractor's* premises, its work place and its employees;

- Refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;

- ☐☐ Issue the *Contractor* with a stop work order or a compliance order should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act and all Regulations made there under as well as the entire *Employer's* Safety and Operating Procedures.

- Any stop work order resulting from the stipulations of the above going clause is not a compensation event. Furthermore, no reasonable amendments to the act or the Regulations or to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

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3.1.12 Radiation protection

N/A.

3.1.13 Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with the safety data sheet with sufficient information to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the *Contractor* to request the supplier to supply the information for all hazardous chemicals to be used for the *works*. If the information is not available the items are not be allowed on site. All the hazardous chemical substances must be on register in the store with the relevant safety data sheets. This applies to items supplied by the *Employer* as well.

3.1.14 Environmental management

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 *site*, the goods, services or *works* supplied will also conform to the *Employer's* environmental specifications.

3.1.15 Housekeeping

The *Contractor's* equipment does not impair the operation of the plant or access to the plant.

3.2 Environmental constraints and management

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

- Environmental regulations to be strictly adhered to as well as Arnot policies and procedures.
- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 6.1 of the Operating and Maintenance manual.

3.2.1 To protect the *Employer's* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.

- The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides ("weed killer").

Environmental criteria and constraints as listed below:

Environmental Impact	Safeguards & Actions
Noise Pollution	All care and due diligence will be taken to prevent or minimise noise impacts on the community.
Water Pollution	All care and due diligence will be taken to minimise or prevent pollutant material such as oil and fuel, entering waterways and subsurface water.
	All pumped slurry must be controlled and any leakage should be fixed at once. Rehabilitation of effected areas required.
	Material, fuel and oil, will be stored in an impervious bunded area.
Soil Disturbance and Erosion	Erosion and sediment control measures will be implemented and maintained to prevent sediment moving off site and sediment laded water entering the water course or any drainage lines.
	Disturbed areas that have potential to cause erosion will be stabilised and/or re-vegetated. Care must be taken to fix leaks at once to prevent erosion of dam walls.
	Prevent sediment and/or mud from being tracked

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	onto road.
Flora & Fauna Disturbance	Where vegetation is removed, stockpile sites will be managed to prevent impacts.
	All removed vegetation to be disposed of correctly and quantified.
Air Pollution	All care and due diligence will be taken to minimise or prevent air pollution.
	Any vehicle transporting waste or other materials that may produce odours or dust must be covered during transportation.
Visual Impact	Stockpiles should not be stored at a height that has the potential to cause visual impact.
Community Consultation	Community notification will be undertaken when works are likely to cause dust or offensive noise to impact on the public and nearby residents.
	Community notification will be undertaken before works are scheduled to commence outside normal working hours.
Waste Management	All material stockpiled that will not be reused or recycled will be disposed of in an appropriate manner such as a licensed landfill. All disposal certificates to be filed and presented to the Employer on request.
	The work site will be left and kept tidy.

3.2.2 LAND MANAGEMENT

3.2.2.1 Veld fires

The Contractor takes all precautions to prevent fires. A veld fire management plan, reporting etc., is submitted to the Service Manager 2 weeks after the Contract Date for acceptance.

3.2.3 Relevant Legislation

The following is a list of some of the relevant legislation and other environmental documents at the time of the compilation of this document:

☐ South African Acts:

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

☐ Subsequent amendments to any of the above Acts are also implied.

ii) Eskom Policies and Procedures:

- ESKPBAAD6 Environmental Management Policy
- ESKPBAAA9 Environmental Impact Assessment
- ESKPVAAL7 Environmental Impact Assessment
- ESKPBAAA3 Air Quality Management Policy
- ESKPBAAD4 Herbicide Management
- ESKASALO The Safe Use of Pesticides and Herbicides
- ESKPBAAA8 Energy and Environmental Policy and Strategy
- ESKPBAAC4 Waste Management Policy and Strategy

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- ESKPBA6 Coal Utilization
- GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
- ESKADAAJ4 Water Management Policy
- ESKADAAJ5 Waste Management Policy
- ESKADAAP7 Investigation of Major Incidents
- GGS0350 Generation Fire Risk Management

3.3 Quality assurance requirements

Quality management shall comply with the Employers standard GGS0462 –Quality requirements for engineering and construction works and ISO 9001.

The *Contractor* will be required to have the necessary Quality Control Plans with the work Packages for each job activity pertaining to this Scope of Supply.

Quality Assurance will be monitored by the *Employer's* representative and feedback to be given at the meeting.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

All people used for the service will be properly trained and authorised according their positions. The *Service Manager* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

4.1.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned (BWO) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

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

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

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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Preference whenever possible on all subcontracting work shall be allocated to BWO's, SMM's and BEE's. The *Employers* definitions for these categories of companies apply.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* submits a detailed list and proposed contract data of subcontractors to be used, including labour hire and closed corporations with their tender for approval.

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If new sub-Contractors are going to be used during the contract duration their details need to be supplied to the *Service manager* for approval before they are used.

4.2.3 Limitations on subcontracting

The utilisation of labour and sub-contractors of the local community is recommended.

Take note that no labour is to be hired at Lethabo Power Station, Security gates.

4.2.4 Attendance on subcontractors

4.3 Plant and Materials

4.3.1 Specifications

4.3.2 Correction of defects

4.3.3 Contractor's procurement of Plant and Materials

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

4.3.5.1 Specifications

The integrity of all the services offered by the *Contractor* must not be affected.

4.3.5.2 Correction of defects

Where the integrity was affected and damage is evident caused by the Contractor, the Contractor will be liable and held responsible for the repairs to the Employer's satisfaction.

4.3.5.3 Contractor's procurement of Plant and Materials

All plant and materials required by the *Contractor* to be supplied by the *Contractor*

4.3.5.4 Tests and inspections before delivery

N/A

4.3.5.5 Plant & Materials provided "free issue" by the Employer

The *Employer* does not supply anything for the works.

4.3.6 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).

5 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.

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

☐ ☐ The *Contractor* applies for access permits (*Contractor's Permit*) to the *Employer's Rep*. The *Contractor's* personnel shall be required to be in the possession of a *Contractor Permit* at all times.

☐ ☐ All *Contractor* personnel shall be issued with a access permit card - *Contractor Permit* card which will contain the following information:

- ☐ ☐ Name
- ☐ ☐ ID Number
- ☐ ☐ Company
- ☐ ☐ Validity date

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☐ ☐ All Contractor permits must be submitted to Protective Services when the workers leave the Site during or after completion of the works.

☐ ☐ In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the Contractor is to supply a list of all personnel that he intends using on Site, at least 48 hours prior to entering the Security area. This list must be delivered to the Service Manager. The list identified with the Contractor's name, is to contain the following information:

☐ ☐ Employee Name.

☐ ☐ Employee ID Number.

☐ ☐ Eskom Safety Co-ordinators signature.

☐ ☐ Eskom Service Manager's signature.

☐ ☐ Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.

☐ ☐ The list of details has to be completed on the special form appended to the Contractor's Safety Manual.

☐ ☐ To speed up the process of gaining access to the Site, the Contractor must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special tool and equipment list form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site during or after completion of the works. Any item on site without this approved list will be deemed to belong to the Employer.

☐ ☐ The Contractor's visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the Contractor's site manager and approved by the Employer, one day before the visit and submitted to the Employer's Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.

☐ ☐ The Security Manager may, with valid cause, remove any of the Contractor's personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Security Manager, constitutes a security risk.

☐ ☐ No unauthorised vehicles will be allowed on Site. The Contractor provides vehicle application to the Service Manager for acceptance.

☐ ☐ The Contractor will be limited to the working areas associated with the works. The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

☐ ☐ Parking inside the power station is strictly prohibited, except for loading proposes.

☐ ☐ No recruiting of casual labour may be done on Eskom premises, including the area outside the security gates.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Normal Working hours:

The *Contractor* will follow Lethabo Power Station's working hours where working conditions must comply with the labour laws. The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.

5.3 Health and safety facilities on the Affected Property

The *Employer* does have a Medical centre on site with an ambulance service and trained medical personnel in case of emergencies.

Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

Note

Intoxicating substances:

No alcohol will be allowed on site. Any person found in possession or under the influence (more than 0 as Lethabo's standard is zero tolerance) of any intoxicating substance will be removed by the Contractor.

5.4 Environmental controls, fauna & flora

The *Contractor* adheres to all Environmental legislation.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will have to interface with others during his contract period and is required to co-operate with the Eskom personnel and or other *Contractors*.

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5.6 Records of *Contractor's* Equipment

The *Contractor* will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheets. This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

The Employer will provide no equipment but in an emergency the *Contractor* can discuss with the *Employer* certain needs for assistance.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- ☐ Power reticulation on some of the sites limited to 380V - 100As. This will be available in emergency only.
- ☐ The *Employer* will supply an area for site establishment in some areas if needed.

5.8.2 Provided by the *Contractor*

- ☐ ☐ *Contractor* to provide all tools, equipment, machinery, stationary and site office where needed
- ☐ ☐ The *Contractor* shall ensure that the people on shift have reliable communication with the *Employer's* representative.
- ☐ ☐ All vehicles, machinery, electrical supply in the form of generators and other equipment needed for the works. All equipment will be registered and all drivers to be authorised.
- ☐ ☐ The *Contractor* supplies all fuel and all other consumables.
- ☐ ☐ The *Contractor* arranges his own accommodation for his staff.
- ☐ ☐ The *Contractor* arranges his own security.

5.9 Control of noise, dust, water and waste

- ☐ ☐ Control of above to be done to prevent any negative influence to others as well as the community.

5.10 Hook ups to existing works

N/A

5.11 Tests and inspections

5.11.1 Description of tests and inspections

N/A

5.11.2 Materials facilities and samples for tests and inspections

N/A

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6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

Safety, Health, Environmental and Quality

RISK	MITIGATING FACTORS
Quality: Governance Applicable Laws, rules and regulations including without limitations of any directives stipulated by client Segregation of duties Training/ competency Risk Management	<ul style="list-style-type: none"> Non adherence to documented information defining governance structure as well as quality processes, the implementation may result in: recurring failures may be experienced and inferior quality workmanship may be delivered Roles and Responsibilities: Failure to define and segregate duties may make it difficult to isolate responsibility in instances where the problem occur The service provider shall compile and submit Contract Quality Plan that is specific to SOW, it shall be reviewed and signed off by Eskom technical /relevant skilled personnel within 3 days after contract award. The plan shall address the minimum requirements as per ISO 10005 The security officials assigned to perform the services shall be competent, qualified, properly trained Failure to assess and manage risks pertaining to the provision of physical guarding activities may hamper the achievement of set objectives resulting in the risks materialising and subsequently

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<p>Quality Management Execution</p> <p>Monitoring and Reporting</p>	<p>Non-achievement of the business operational objectives.</p> <ul style="list-style-type: none"> • Development of Contingency plan to maintain critical operations and minimise loss i.e. human resource • Ineffective Control of nonconforming output • Entrench preventable environment by utilising approved Quality inspection method in the aim of non-conforming output detection i.e. Inspection Check sheets... • Managing work through Preventative/ Corrective Maintenance • Once the security contract is in place, It shall be monitored to ensure that they meet high professional standards, project a professional and alert behaviour and respond effectively to security related concerns <p>The following Quality requirements provided shall be Noted and adhered to.</p> <ul style="list-style-type: none"> • 240-68099512 Form A : • Category 2- Quality Assessment Criteria • QM 58_240-105658000 – Supplier Quality Management Specifications <p>LBQ 25006WN – Strategy for managing Contracts and Projects</p>
<p>Safety:</p> <p>Non-compliance to statutory SHE and legal requirements which could result to injuries, near misses and penalties.</p>	<p>Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and submitted by the tenderer?</p> <p>OHS plan (Applicable to high risk work only)</p> <ul style="list-style-type: none"> • OHS organization within the Company-Responsibility & Accountability • SHE Incident management • Planning of conduct of work activities including planning for changes and emergency work • PPE- Personal Protective Equipment • Emergency planning and fire risk management • Vehicle and driver behaviour safety • Contractor or supplier selection and management • Design and specifications • Permits • Competency, training, appointments • Communication and awareness <p>Management commitment and visible leadership</p> <p>Costing for Safety Health and Environmental management</p> <p>Has the tenderer submitted detailed (The cost should be broken down not provided as a lump sum) costing for SHE, i.e. –</p> <ul style="list-style-type: none"> • based on the overall scope of work/service to be performed; • The generic scope of work/service risk assessment may serve as a guideline. <p>Baseline Risk Assessment (BRA)</p> <p>Identification, assessment and management of SHE risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA</p> <p>Valid Letter of Good Standing (COIDA or equivalent)</p> <p>SHE policy signed by CEO/ MD-</p> <p>Comply to OHS Act Section 7</p> <p>SHE Competency (Consider scope of work, risks, SHE plan and applicability)</p> <p>CV, s and qualifications / certificates e.g.</p> <ul style="list-style-type: none"> - First aiders - Safety officer - SHE Representative - HCS Controller

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	<ul style="list-style-type: none"> - Incident investigator <p>Organizational Site Specific Organogram Service Provider shall demonstrate compliance with the Act, Eskom Safety Standards and Specifications Act: Occupational Health and Safety Act of 1993 Standard 32-136: Standard Contractor Health and Safety Requirements. Health and safety specifications: LBS0067PC-H</p>
Environmental: Non-compliance to Environmental requirements	<p>EIA needed, however to ensure compliance to environmental requirements ISO14001:2015, the following Lethabo environmental procedures will be provided with tender documents. LBE21001; LBE21002; LBE22001; LBE22002; LBE22004; LBE2205; LBE23001; LBE23003; LBE23004 Contractor to be familiarized with Lethabo Environmental statement of commitment (PS010) SHE File to be approved by the Environmental department Contractor to be ISO14001:2015 compliant Upon commencement of work contractor shall submit: An Aspect and Impact Register that complies with the ISO 14001:2015 standard. Contractor shall submit an Environmental Management Plan (EMP) associated with environmental risks related to the project, EMP shall comply with the ISO 14001 standard. Contractor shall familiarise him/herself with the Environmental procedures related to the activity Self-audits during work execution will be conducted weekly whereby environmental risks are identified. Environmental awareness to be conducted through toolbox talks Contractor to use water sparingly during condenser cleaning and ensure all waste water is directed to the station drains where it can be recovered. All waste generated during execution of work must be disposed through proper pathways. Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department. Contractor shall comply to the following environmental procedures:</p> <ul style="list-style-type: none"> - LBE23003 Environmental non-conformance; investigation and reporting - LBE22005 Environmental spill management procedure

C4: Site Information

7 C4.1: Information about the *site* at time of tender which may affect the work in this contract

7.1 1. Site Procedures and Regulations

7.2 1.1 Site location and Security

- The Site is at Lethabo Power Station situated \pm 18 km South of Vereeniging on the Viljoensdrift - Deneysville Road, Free State. Access to the site will be via the main security gate only.
- The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* to allow in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to briefcases and toolboxes.

7.3 1.2 Access limitations

Normal working hours are Eskom working hours:

- Monday to Thursday 07:15 - 16:30
- Fridays 07:15 - 12:15

All Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc. Daily time sheet must be kept up to date of normal and overtime worked at all times.

7.4 1.3 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

7.5 1.4 Occupational Health and Safety Induction Course

- All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.
- The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g. 3- way, Questioning attitude, Procedural adherence, Hand overs and other.
- A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

7.6 1.5 Health and Safety Requirements

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The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:
 - the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”); and the Eskom “Health, Safety and Environmental specifications for *Contractors*” document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”).

- The *Contractor*, at all times, considers itself to be the “*Employer*” for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.
- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Subcontractor or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

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- The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
- The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-*Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
- The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.
- The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
 - In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.
- The following hierarchy of controls has to be observed on any activity that is above ground level:
 - When considering work at height, a risk assessment must be conducted, form part of the health and safety plan to be applied on site and must include:
 - The identification of the risks and hazards to which persons may be exposed to.
 - An analysis and evaluation of the risks and hazards identified based on a documented method.
 - A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - Have a monitoring and a review plan in place.
 - When working at height, risk assessments shall take into account factors such as, the necessity for the work to be done in an elevated position as opposed to on the ground and precaution measures to be taken to mitigate incidents.
 - Any lesson occurred from working at heights must be reported and shared among the team.

7.7 1.6 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"

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- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorised Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

7.8 1.7 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

7.9 1.8 Eskom Life Saving Rules:

Life Saving Rules have been developed that will apply to all Eskom *Employees*, agents, consultants and *Contractors*.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.
- **Rule 6:** No person is allowed to text/talk on cell phone as this distracts attention

7.10 1.9 Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

7.11 1.10 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.

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- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.
- The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

7.12 1.11 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

7.13 1.12 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

7.14 1.13 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training requirements must comply with the Works Information and statutory requirements.

7.15 1.14 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

7.16 1.15 Environmental Policy and Waste Handling

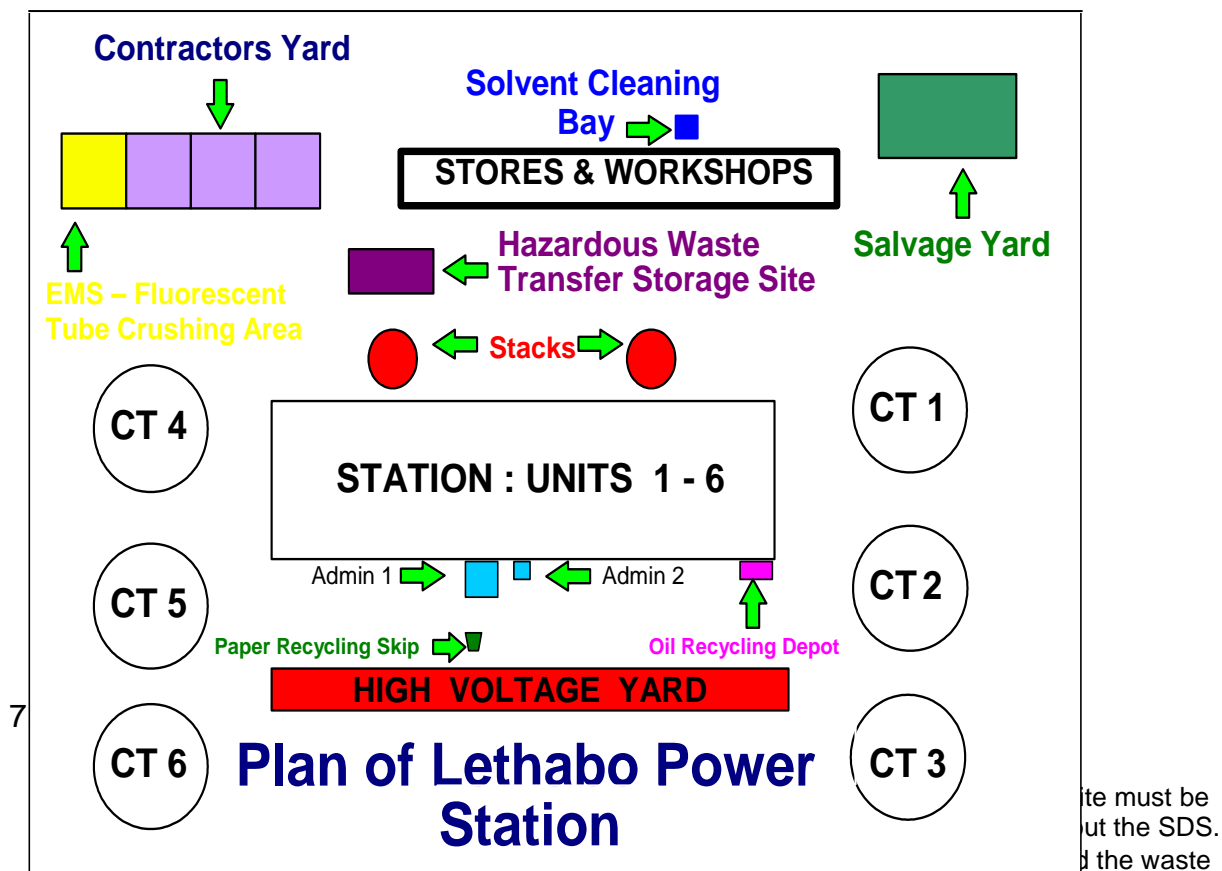
The *Contractor* shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of works if required as per the Works Information.

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7.17 1.16 Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the white waste bins
- No stockpiling will be permitted
- Production waste in the marked bins i.e. coal and ash only
- Paper in its recycling bin
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins in the Salvage Yard. Solvents and cloths used to the Cleaning Bay.



coordinator must acknowledge the receipt of the waste.

- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

7.19 2. Additional General information

LBS00067 to be used as it contains statutory requirements as well as the minimum SHE requirements to which Eskom employees and contractors must comply whilst performing work on the premises of Lethabo Power Station.

The purpose of the procedure is to assist the Contract Supervisor or Project Manager, and the contractor to develop, implement and maintain an organised Safety, Health and Environment Management Plan performing work.

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Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

7.20 2.1 Plant & Materials

- The *Employer* may at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required.

7.21 2.2 Equipment or Material Access and Removal

2.2.1 Access

- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.

2.2.2 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists. (Security Access Sign In)
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the OV18 form will need to be produced at the gate when leaving the site.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original OV18, with which the *Contractor* brought the equipment on site.

2.2.3 Site or Area Establishment and Evacuation

2.2.3.1 Application for Site Establishment:

- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application to be submitted as stipulated below
- The location of the site or area is indicated during the site or area take-over inspection.

2.2.3.1 Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*. A site inspection to be conducted by both parties prior to site establishment
- The *Employer* will require full access at all times of the *Contractor's* site or area for inspection.

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- The *Contractor* will remain accountable for the security of his designated site area. The *Employer* will accept no accountability for any theft, losses or damage under the *Contractors'* control

2.2.3.2 Site De Establishment:

- The *Contractor* advises the *Employer* in writing, five (5) days prior to site de establishment in accordance with LBA 00030.
- Site de establishment cannot proceed without the approval of the *Employer* in writing. Final payment and the first portion of the retention (where applicable) will not be released if not supported by the *Employer*, as this is seen as part of the works.