



NEC3 Term Service Contract (TSC3)

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

and

for The provision of cleaning services for the ATKSS

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CONTRACT No.

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:

The provision of cleaning services for the ATKSS project

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.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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*.

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)	Mr Danie Moller	_____
Capacity	SENIOR MANAGER NUCLEAR PROJECT MANAGEMENT KOEBERG OPERATING UNIT	_____
for the Employer	Eskom Holdings SOC Limited, Koeberg Nuclear Power Station, R27 off West Coast Road, Melkbosstrand, 7441	_____

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		

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:

Signature _____

Name _____

Capacity _____

On behalf
of _____

Name &
signature
of witness _____

Date _____

For the *Employer*

Mr Danie Moller

SENIOR MANAGER
NUCLEAR PROJECT MANAGEMENT
KOEBERG OPERATING UNIT

Eskom Holdings SOC Limited
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
7441

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law 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): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	Address Tel e-mail	ATKSS Construction Site (adjacent to Ankerlig Power Station), Neil Hare Road, Atlantis Industrial, Western Cape. +27 (0)21 573 6022 Rileyrm@eskom.co.za
11.2(2)	The Affected Property is	ATKSS construction site office precinct (Described in detail in the Service Information).

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

11.2(13)	The <i>service</i> is	the provision of cleaning services
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Local community unrest could impede the Provision of the Service
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	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed
30.1	The <i>service period</i> is	22 months
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 25th day and the 24th 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	4 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.
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	None
80.3 to 83.1	Insurance	Refer to Z 12
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	Monthly, prior to the end of the <i>assessment interval</i>.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The referring Party selects 2 (two) persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration Where notice of dissatisfaction has been given under Clause W1.4(2), both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced 8 weeks after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.
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. Cape Town South Africa

The place where arbitration is to be held is

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is

The proportions used to calculate the Price Adjustment Factor are:

January 2024

Labour

proportion	linked to index for	Index prepared by
0.85	C3, actual labour cost	SEIFSA
0.15	non-adjustable	
1.00		

Consumables

proportion	linked to index for	Index prepared by
0.60	D3, CPI all income groups	SEIFSA
0.25	U-A, PPI for final manufactured goods	
0.15	non-adjustable	
1.00		

X2 Changes in the law

There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

R0.0 (zero Rand)

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to

the amount of the deductibles relevant to the event described on the *Employer's* property damage insurance policy.

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	N/A
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>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> <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"> • 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
X18.5	The <i>end of liability date</i> is	3 months after the Completion Date.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	N/A
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, “unless the *Service Manager* should have notified the event to the *Contractor* but did not”.
- Z8.2 Add to core clause 62.3, “The *Service Manager’s* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*.”
- Z8.3 Add to core clause 62.5, “The *Service Manager* notifies the *Contractor* if the *Employer’s* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor’s* quotation.

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* 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

Z12.1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

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

Z12.2 Replace core clause 86 with the following:

**Insurance 86
by the
Employer**

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

INSURANCE TABLE B

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

Z13 Nuclear Liability (N/A)

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

Z14 Asbestos (N/A)

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

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

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

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

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of

above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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 Note: <i>direct fee percentage</i> is applied to the Defined Cost of other work The <i>subcontracted fee percentage</i> is Note: <i>subcontracted fee percentage</i> is applied to the Defined Cost of subcontracted work	
11.2(18)	The <i>working areas</i> are the Site and Note: It is important that the <i>Contractor</i> fully describes the Working Areas to include not just the Site (the boundaries of which are defined by the <i>Employer</i> in Contract Data Part 1) but all areas where work connected with the contract is to be performed. Only the cost of resources working within the Working Areas qualify as Defined Cost for payment purposes. Hence the importance of fully describing the Working Areas.	

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

24.1	<p>The <i>Contractor's</i> key persons are:</p> <p>Please insert the name, job, responsibilities, qualifications and experience of its key people. Provide for additional key persons if necessary</p> <p>Note: Ensure that the key people listed have direct involvement with the contract (not CEO, MD, ED's of company or parent company unless the individual has an active role in the contract)</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.</p>
11.2(14)	<p>The following matters will be included in the Risk Register</p> <p>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.</p>
11.2(15)	<p>The Service Information for the <i>Contractor's</i> plan is in:</p>
21.1	<p>The plan identified in the Contract Data is contained in:</p>
24.1	<p>The key people are:</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p>

Experience:

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PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page No
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C2.2	The <i>price list</i>	22

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per / Hour excluding VAT

These rates are used for Compensation events and the calculation of the rates below.

Item	Description	Unit	QTY	Rate	Total
1	<u>Preliminaries and General</u>				
1.1	Fixed (Establishment Costs etc)	Item	1		
1.2	Cleaning Staff Medicals (entry/exit)	Item	1		
2	<u>Cleaning Services</u>				
2.1	Provision of PPE	month	22		
2.2	Labour: Cleaning Staff	month	22		
2.3	Cleaning Consumables	month	22		
2.4	Cleaning Equipment	month	22		
3	<u>Items of work carried out on a Time basis</u>				
	<u>Weekend / Public Holiday work</u>				
3.1	Sundays/Public Holidays	No	Rate Only		
3.2	After hours and Saturday's	No	Rate Only		

Please take note that the rates include the provision of transport, cleaning material, Equipment and staff, to Provide the Services.

The above prices are exclusive of VAT.

All the rates remain fixed for the first 12 months of the Contract.

The employees provided by the *Contractor* must work according to the *Employer's* normal working hours.

The *Contractor* makes provision to comply with all the conditions in the Basic Conditions of Employment Act. i.e., The *Contractor* includes for leave, sick leave, public holidays, etc.

When the employees provided by the *Contractor* are not available for longer than 3 days, the *Contractor* provides a suitable stand-in. This includes periods prescribed by the BCEA, as the *Employer* requires continued service.

PART 2: SCOPE OF WORK

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PART 3: SCOPE OF WORK

C3.1: EMPLOYER'S SERVICE INFORMATION

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C3.1: **EMPLOYER'S SERVICE INFORMATION**

1 Description of the *service*

The *service* comprises the provision of cleaning services as outlined in the schedule contained in 2.2 below.

The *Contractor* provides all labour, supervision, administration and management, Equipment and Materials (consumable supplies) to perform the cleaning *service* as specified herein.

The *Contractor* maintains, stock of cleaning agents, and refills the paper towel dispensers, toilet tissue holders, SHE bins, hand soap bottle dispensers, air freshener bottles, urinal cleaning systems, hand sanitizer bottled dispensers, cleaning of chairs and such other supplies as is required to Provide the Service.

The *Contractor* ensures that all waste streams are disposed of at the central waste area provided by the *Employer* and shown by the *Service Manager*.

1.1 Interpretation and terminology

1.1.1 Terminology

The following terminology is used in this Service Information:

Terminology	Comprising
The Affected Property	The ATKSS Project site establishment Main Office building passage, the Offices; the Male and Female Ablution facilities; the Kitchens; the Boardrooms; the Storerooms; the Guardhouses and the Clinic.
Shall	Denotes a requirement.
Should	Denotes a recommendation.
May	Denotes permission.
Include	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".
Including	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "including".
Verification of Defined Cost	The substantiation of, and assessment of contractual entitlement to, reimbursement of the costs within the <i>Contractors'</i> applications for payment of Defined Cost.

1.1.2 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ATKSS	Ankerlig Transmission Koeberg Second Supply
B-BBEE	Broad Based Black Economic Empowerment
CM	Construction Management
EMP	Environmental Management Plan
RoD	Record of Decision
QM	Quality Management
SD&L	Supplier Development and Localisation
SHE	Safety, Health & Environmental or Safety & Health
TSC3	Term Services Contract 3
PMRRM	Pre-Mobilization Readiness Review Meeting
QM	Quality Management
SAPS	South African Police Services

2 Employer's requirements for the service

2.1 Construction precinct building layout.

The construction precinct and security offices consist of:

No	Description	Unit	Quantity
1a	<i>Employer</i> Main Office (incl. kitchen)	m ²	243.00
1b	Old Group Five Offices	m ²	235.00
1c	Brown <i>Employer</i> Offices	m ²	26.00
2a	<i>Employer</i> Board room	m ²	55.00
2b	Old Group Five Boardroom	m ²	65.00
3	Outside Kitchen Area	m ²	25.00
4	Female Ablution facilities	m ²	20.00
5	Male Ablution Facilities	m ²	29.00
6	Clinic/Cleaning Service facility	m ²	21.00
7	Guard Houses	m ²	23.00
8	Walkways	m ²	319.00
	Total Floor Area	m²	1061.00

The *Contractor* shall provide janitorial services to *Employer* and shall consist of:

Description	Unit	Quantity
Hand Paper Towel Dispensers including rolls	No.	9.00
Toilet roll holder	No.	12.00
Hand sanitizer bottle dispenser including refill	No.	12.00
Shoe bins including refill bags	No.	5.00
Urinal cleaning systems	No.	5.00
Feminine sanitary plastic bag dispenser incl. refill	No.	3.00

2.2 Frequency of the service

The *Contractor* adheres to the *service* cleaning schedule frequencies and cleaning methods below.

2.2.1 Office Blocks

Office Blocks	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and industrial rinsing equipment
• Scrubbing	Monthly	Chemicals and hard brush
• Polishing	Monthly	Non-skid polish
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals
Doors, door frames	Weekly	Chemicals
Door handles	Twice daily	Chemicals and sanitiser
Furniture surfaces- desks and chairs	Twice per week	Chemical and disinfectant
Furniture	Weekly	Furniture polish
Waste bins	Daily	Plastic bin liners and wipe
Cleaning of chairs	Monthly	Chemicals and vacuum machine

2.2.2 Ablution Facilities

Male and Female Ablution Facilities	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Scrubbing	Weekly	Chemicals and hard brush

Male and Female Ablution Facilities	Frequency	Cleaning method
• Polishing	Weekly	Non-skid polish
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals
Doors, door frames	Weekly	Chemicals
Door handles	Twice daily	Chemicals and sanitiser
Waste bins	Daily	Clean with chemical and refill plastic bin liners
Handwash basins and taps	Twice daily	Sanitiser/disinfectant

2.2.3 Kitchen Areas

Kitchen Areas	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and industrial rinsing equipment
• Polishing	Weekly	Non-skid polish
• Scrubbing	Weekly	Chemicals and hard brush
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of Windows and frames	Every 2 nd month	Chemicals
Doors, doorframes	Weekly	Chemicals
Door handles	Twice daily	Chemicals
Waste Bins	Daily	Plastic bin liners and wipe
Basin and taps	Three times daily	Cloth and chemicals
Dishes	Three times daily	Cloth and chemicals
Microwave oven	Twice daily	Soap and cloth
Fridge interior	Weekly	Soap and cloth
Fridge exterior	Weekly	Sanitiser/disinfectant
Kitchen cupboards interior	Monthly	Soap and cloth
Kitchen cupboards exterior	Twice daily	Sanitiser/disinfectant

2.2.4 Boardroom Areas

Boardroom Areas	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and industrial rinsing equipment
• Polishing	Weekly	Non-skid polish
• Scrubbing	Weekly	Chemicals and hard brush
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals
Doors, doorframes	Weekly	Chemicals
Door handles	Twice daily	Sanitiser/disinfectant
Waste bins	Daily	Plastic bin liners and wipe
Cleaning of chairs	Monthly	Chemicals and vacuum machine
Tables	Daily	Sanitiser/disinfectant
Fridge interior	Weekly	Soap and cloth
Fridge exterior	Weekly	Sanitiser/disinfectant
Water stand	Daily	Sanitiser/disinfectant

2.2.5 Storeroom Areas

Storeroom Areas	Frequency	Cleaning method
Floors		
• Sweeping	Weekly	Broom
• Mopping	Weekly	Chemicals
Doors, Doorframes	Monthly	Chemicals
Door Handles	Twice daily	Sanitiser/disinfectant
Internal surfaces of windows and frames	weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals

2.2.6 Guard House

Guard House	Frequency	Cleaning method
Floors		
• Sweeping	Weekly	Broom
• Mopping	Weekly	Chemicals
• Scrubbing	Monthly	Chemicals and hard brush
• Polishing	Monthly	Non-skid polish
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals
Doors, door frames	Monthly	Chemicals
Door handles	Monthly	Chemicals and sanitiser
Furniture surfaces- desks and chairs	Weekly	Chemical and disinfectant
Furniture	Weekly	Furniture polish
Waste bins	Weekly	Plastic bin liners and wipe
Cleaning of chairs	Monthly	Chemicals and vacuum machine

2.2.7 Clinic/Cleaning Service facility

Clinic	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and industrial rinsing equipment
• Scrubbing	Monthly	Chemicals and hard brush
• Polishing	Monthly	Non-skid polish
• Stripping	6 monthly	Polish remover
Walls	Weekly	Chemicals
Internal surfaces of windows and frames	Weekly	Chemicals
External surfaces of windows and frames	Every 2 nd month	Chemicals
Doors, door frames	Weekly	Chemicals
Door handles	Twice daily	Chemicals and sanitiser
Furniture surfaces- desks and chairs	2 x per week	Chemical and disinfectant
Furniture	Weekly	Furniture polish
Waste bins	Daily	Plastic bin liners and wipe
Cleaning of chairs	Monthly	Chemicals and vacuum machine

2.2.8 Walkways

Walkways	Frequency	Cleaning method
Floors		
• Sweeping	Daily	Broom

2.3 Management strategy and start up.

2.3.1 Contractor's office

The *Employer* provides a storage area for Plant, Material and Equipment. This area is also used as the *Contractor's* office.

The *Contractor* maintains at the *Contractor's* office, one complete, up-to-date copy of the Contract and all Contract related documents (including the *Contractor's* Documents, drawings and documents issued by the *Contractor*, SHE management plan, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). The *Contractor* maintains at the *Contractor's* office one up-to-date copy of all approved shop drawings, product data, samples, and other submittals required of the *Contractor*. These documents are available to the *Service Manager* at all times.

2.3.2 Pre-mobilisation readiness review meeting

The *Contractor* conducts a Pre-Mobilization Readiness Review Meeting (PMRRM) at the Affected Property prior to the *starting date*. The purpose of this meeting is to review the Plan submitted for the *Service Manager's* review and acceptance. At the discretion of the *Service Manager*, additional PMRRMs may be required to confirm the *Contractor's* readiness to mobilize prior to the *starting date*. The *Contractor's* representative, as well the *Contractor's* assigned site supervisor, attends all PMRRMs.

2.3.3 Management meetings

The following meetings apply to the *service*.

Title and Purpose	Interval	Location	Attendance by:
<i>Service</i> Kick-off meeting	Once at the start of the <i>service period</i>	Affected Property	<i>Contractor</i> Management staff
<i>Employer</i> Safety meeting	Weekly	Affected Property	All <i>Contractor</i> employees

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

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

2.4 Contractor's management, supervision and key people

The *Contractor* provides the *Service Manager* with a detailed organogram of all staff and management on the Contract, at the *starting date*. This is reviewed and if necessary revised quarterly to reflect any changes to the staff and management structure.

The *Service Manager* reserves the right to audit and verify the structure.

2.5 Documentation control

The *Contractor* submits the following documents to the *Service Manager* for review, the *Service Manager* reviews the documents for acceptance and informs the *Contractor* if the documents are accepted. If it is not accepted the *Service Manager* states the reasons for not accepting the documentation within the *period for reply*. The *Service Manager* gives the *Contractor* reasonable time which is agreed to between the *Contractor* and the *Service Manager* to respond or re-submit the documents. If no such agreement is reached, the *Contractor* responds within the *period for reply*.

The documents are as follows:

Title and purpose	Frequency
SDL&I Reports	Quarterly, before the 5 th day of the month

All correspondence of either commercial or technical nature, whether hard copy or email, either to the *Contractor* or from the *Contractor* are addressed to the *Service Manager* who is the focal point of Contact. Every letter includes the following information; date, file number, contract number and subject matter.

All submissions of documentation from the *Contractor* is accompanied by a filled out transmittal form. Only the *Employer's* Document Controller is authorised to sign the transmittal which then indicates proof of receipt. The Document Controller returns a signed transmittal to the *Contractor*.

2.6 Channels of submission: Incoming Documentation

2.6.1 Hand delivery:

- Submitted directly to the ATKSS Documentation Centre with a transmittal note.
- Document Controller acknowledges documentation received by signing a transmittal note and making a copy of it for record purposes

2.6.2 Email delivery:

The following email address GC_ATKSSP@eskom.co.za is always copied; otherwise the documentation is not processed.

- The *Employer's* organisation receives email from the *Contractor* either via their outlook emails or GC_ATKSSP email.
- the *Employer's* Document Controller performs a quality check before distributing documentation and ensures that documentation received are the correct revision; and the right quantity of attachments listed in a transmittal note.
- The content of the *Contractor's* email received is downloaded and distributed via email to the *Service Manager*.

The reason for submission is clearly stated in the email sent, e.g. the "submission is for acceptance, for action" etc. also stated as such in the transmittal note from the *Contractor*.

2.7 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

invoiceseskomlocal@eskom.co.za All invoices to be scanned individually.

Original Tax Invoices to be sent to:
ESKOM HOLDINGS SOC LIMITED
Maxwell Drive,
Sunninghill,
Sandton

ONLY ORIGINAL INVOICES ARE ACCEPTED.

2.7.1 The following must be stated on the Tax Invoice:

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

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

The *Contractor* retains all documentation related to compensation events, quotes and instructions from the *Service Manager* for the period of 5 years after the end of the *service period* for audit purposes.

2.9 Management of work done by Task Order

This *service* is managed by the issuance of Task Orders by the *Service Manager*. The *Contractor* performs the instructed services against the prices quoted for as well as the rate based task orders, using the rates in the Prices.

2.10 Health and safety, the environment and quality assurance

2.10.1 Health and safety risk management

The *Contractor* submits its safety file to the *Service Manager* for approval prior to the start of the *service*.

The *Contractor* complies with the ATKSS Project SHE Specification for Services Contracts (240-146917006). The *Employer's* Safety Officers/Manager inspects the *Contractor* working areas and facilities for compliance to the *Employer's* standards.

The *Contractor* submits proof of registration and a letter of good standing with the compensation fund or with a licensed compensation insurer for the *Contractor's* company and if applicable, its sub-contractors. This remains valid for the duration of the *service period*. The letter of good standing reflects the name of the *Contractor*.

2.10.2 Environmental constraints and management

The *Contractor* complies with the environmental criteria and constraints stated in ATKSS Environmental Management Plan (EMP) as updated in the Record of Decision (RoD).

2.11 Procurement

The *Contractor* provides the following procurement services in Providing the Service:

- Preparation of *Employer* approved supplier and subcontractor's lists for Equipment and contracts submitted to the *Service Manager* for review and acceptance;
- Follows the least cost and time procurement strategies;
- Contract management *services* for the selection, appointment and management of subcontractors required to execute the scope;
- The *services* of all buyers, contracts officers, inspectors, expeditors and other personnel necessary to procure and deliver all Plant, Material, Equipment, supplies and services necessary to Provide the Service;

- Receives and evaluates all bids/quotations and compiles a bidders evaluation report detailing the technical, commercial and costing components of each bid;
- Obtains the *Service Manager's* acceptance prior to committing any contracts or orders;
- Obtains realistic delivery dates from subcontractors and suppliers to realize the end of the *service period* date;
- Receiving of invoices, verification thereof in terms of purchase orders and contract provisions, certification of invoices as being correct and payable and supply of correct invoices to the *Employer*;
- Ensuring that all suppliers and Subcontractors, from whom the *Contractor* procures Equipment, Plant and Materials do not retain, encumber or reserve title to such items.

2.12 People

2.12.1 Minimum requirements of people employed

The *Contractor* recruits within the Atlantis District Municipality. The *Contractor* also applies minimum basic wage numeration package to Local staff as per South African Labour law requirements.

For any dispute resulting within the ATKSS Project with local labour, the ATKSS CLO (Community Liaison Officer) must be informed and be part of the resolution.

2.12.2 B-BBEE and preferencing scheme

The *Contractor*:

- Maintains the required B-BBEE Recognition Level for the duration of the *service*;
- Provides the *Employer* with a valid Verification Certificate and such other information as the *Employer* may reasonably request, in respect of which the *Contractor* claims maintenance for the duration of the *service* of the Required B-BBEE Recognition Level. For the purpose of this clause "Verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency;
- Complies with and fulfils its obligations in respect of the Supplier Development and Localisation and the Industrialisation Programme (the latter, if any) in accordance with and as provided for in the Supplier's SD&L & Localisation Obligations Schedule.

2.12.3 Supplier Development and Localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative – South Africa in accordance with the *Contractor's* SD&L Compliance Schedule.

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the SDL&I criteria stated in the Contract. The reporting templates will be provided on Contract award. The *Contractor's* failure to comply with his SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under the contract.

Number of Jobs to be created	Number of Jobs to be retained

2.13 Plant and Materials

2.13.1 Specifications

The *Contractor* is responsible for providing Plant and Material necessary to Provide the Services.

2.13.2 *Contractor's* procurement of Plant and Materials

The *Contractor* is responsible for the procurement of all Plant and Materials required to perform the *services* under this Contract. The *Contractor* ensures that all Plant and Materials are of good quality and suitable for the purposes for which they are intended.

The *Service Manager* has the right to inspect any Plant or Materials before or after they are delivered to the Affected Property. The *Service Manager* may reject any Plant or Materials that are not fit for purpose.

The *Contractor* is responsible for all costs associated with the procurement of Plant and Materials, including the cost of delivery, storage, and installation.

The *Contractor* shall also be responsible for the maintenance and repair, should it be required, of all Plant and Materials used to perform the *services* under this Contract.

The *Contractor* shall use only environmentally friendly cleaning products and materials, and provides the Service Manager with a list of all the cleaning products and materials that will be used.

The *Contractor* shall ensure that all Plant and Materials are stored in a safe and secure manner, in the area allocated by the *Employer*.

The *Contractor* is responsible for the disposal of all waste materials generated from the cleaning process, as described in the Service Information.

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

None

3 Working on the Affected Property

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

The *Employer* provides perimeter security and access control for the Affected Property. Strict access control is implemented 24 hours a day at all entrances to the Affected Property. All persons and vehicles entering or exiting the Affected Property are subjected to searches and the *Employer* reserves the right to refuse entrance to Affected Property to any person not meeting security and/or access requirements.

From time to time, and as required, the *Employer* issues policies and procedures regarding the Affected Property security and access control. These policies and procedures are strictly adhered to by the *Contractor*. The *Employer* is entitled, at his discretion, to amend or relax the Affected Property security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Any breach of security is reported to the *Service Manager* immediately.

3.2 Access control for persons

The *Contractor's* personnel and any visitors on the Affected Property is in possession of a valid identification card supplied by the *Employer*. Applications for identification cards is made in the form prescribed by the *Employer*. The identification cards and finger print identification is used to gain access to the Affected Property and only persons with legitimate business on the Affected Property and in possession of such identification cards is allowed access.

Applications for identification cards and finger print imaging is made in good time prior to access being required. Lost, stolen or damaged cards are reported to the *Service Manager* immediately. A fee is charged for replacement cards.

Identification card holders are required to produce their identification cards for a photo to face and finger print check at the security check points. Where a card holder's right of access to the Affected Property is withdrawn, his identification card is electronically cancelled. It is the responsibility of the *Contractor* to ensure the card is returned to the *Service Manager*.

3.3 Removal of Equipment from the Project Site

All persons removing inter alia Equipment, toolboxes, temporary facilities etc. from the Affected Property is in possession of a valid gate release permit. Applications for general or specific gate release permits are made in the form prescribed by the *Employer*.

3.4 Access control for vehicles

Only a limited number of *Contractor* and Subcontractor non-construction vehicles are allowed onto the Affected Property. As a rule, however, *Contractors'* and visitors' personal vehicles are not allowed within the Affected Property and are parked in the designated area outside the access point and the *Contractor* is required to collect his visitors from the access point.

Vehicle entry discs are issued at the discretion of the *Employer* on receipt of an application signed by the *Contractor*. Applications for vehicle entry discs are made in a form prescribed by the *Employer*.

3.5 Visitors

Before entering the Affected Property, visitors (meaning any person other than the *Contractor's* personnel) are in possession of a valid identification card supplied by the *Employer*.

Applications are made in a form prescribed by the *Employer* prior to access being required and visitors are in possession of positive identification. The *Contractor's* visitors are subject to all Affected Property rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors wear safety shoes, hard hats and any other personal protective equipment as required by the *Employer* and are always accompanied by their hosts whilst on the Affected Property.

3.6 Fire-arms

Fire-arms are not permitted on the Affected Property (nor at other places, if any, as may be specified under the Contract as forming part of the Affected Property). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties.

3.7 Affected Property fences

The modification or removal of Affected Property fences is strictly prohibited unless otherwise instructed by the *Service Manager*.

3.8 *Contractor's* security

The *Contractor* is solely responsible for the protection and security of the *Contractor's* office.

3.9 Cleanliness and housekeeping

The *Contractor* maintains a high standard of cleanliness during the Provision of the Service on the Affected Property. The *Contractor*, at all times maintain, clean and attend to the upkeep of the Affected Property and such other areas allocated for storage of Plant, Materials and Equipment, the *Contractor's* office, etc. The *Contractor* always keeps these areas, clean and free from accumulation of waste materials and refuse.

During sweeping and dusting, the *Contractor* ensures that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

3.10 Waste removal and disposal

The *Contractor* promptly removes all waste to the designated disposal area. The disposal area is on the Affected Property and is pointed out by the *Service Manager*.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the *service* and which is not reused on the Affected Property in the ordinary course of Providing the Service.

The *Service Manager* provides an adequate number of marked bins and containers at Affected Property. The *Contractor* ensures that waste generated from the Affected Property is disposed accordingly.

The *Contractor* (where and when deemed necessary by the *Employer*) segregates certain items of waste by type as designated by the *Employer*. Bins and containers are emptied, and waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers are kept tidy and does not constitute a nuisance to the *Employer* or Others. The *Contractor* takes all steps required to avoid the spillage of waste alongside the bins and containers and during removal and disposal.

All waste that cannot be contained in either a bin or container are placed on a temporary waste site the position of which is pointed out by the *Service Manager*. The waste is removed as soon as possible but, in any event, at least once a week. No burning of waste is allowed on the Affected Property unless otherwise directed by the *Service Manager*.

Hazardous waste is dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the *Contractor* is solely responsible for the proper disposal thereof.

3.11 Signage

No signage is erected by the *Contractor* at the Affected Property without the prior acceptance by the *Service Manager*. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the *Contractor* under the Contract, is subject to applicable policies and procedures issued by the *Employer* from time to time.

No *Contractor* notice boards are allowed on the main road.

3.12 *Service* area limits

The *Employer* designates the Affected Property boundary limits and assigns for the *Contractor's* use the existing access roads. The *Contractor* does not trespass in or on areas not so designated. The *Contractor* is responsible for keeping *Contractor's* personnel out of areas not designated for *Contractor's* use.

3.13 Affected Property traffic

The *Contractor* complies with the *Employer's* directions for the movement of traffic, vehicular or pedestrian, at the Affected Property. The *Contractor* interferes as little as possible with Affected Property traffic, vehicular or pedestrian, during the Provision of the Service.

3.14 People restrictions, hours of work, conduct and records

3.14.1 Hours of work

The *Contractor* works in accordance with the following hours:

Monday to Thursday	7:30 to 16:35
Friday	7:30 to 13:30
Last Friday of the month	7:30 to 12:00

The *Contractor* does not work during weekends unless instructed by the *Service Manager*, in which case such an instruction constitutes a compensation event.

3.14.2 Competence of *Contractor's* personnel

Contractor's Personnel employed at the Affected Property are competent to use all Equipment used to Provide the Service.

3.14.3 Anti-poaching Undertaking

The *Contractor* does not recruit or attempt to recruit staff and labour from amongst the personnel of Others during the Provision of the Service.

This restriction does not, however, prevent the *Contractor* from recruiting a person where:

- That person has been demobilised or the employment of that person has been terminated for any reason other than by resignation;
- The person has resigned and a period of 90 days has lapsed from the date of resignation; or
- The person has been released by the Others for employment by the *Contractor* (evidenced by written confirmation to this effect by Others).

Notwithstanding the above, if a person has been dismissed by Others for misconduct or for poor performance, he is not employed by the *Contractor* on this Contract without the prior approval of the *Service Manager*.

3.14.4 Transportation of *Contractor's* Personnel

Without limiting the *Contractor's* other obligations under the Contract relating to transport of persons, the *Contractor* (if it provides transport) ensures that the *Contractor's* personnel are transported only in licensed and roadworthy vehicles which are fit for purpose, properly maintained and which comply with applicable Law as a minimum and are driven by licensed drivers. Transport of *Contractor's* personnel in the back of trucks, tractors or light delivery vehicles is strictly prohibited.

3.14.5 Canteen

No canteen facilities are available at the Affected Property. The *Contractor* or *Contractor's* personnel are responsible for provision of all consumable or staff meals.

3.14.6 Continuing Random Drug Testing

The *Contractor* conducts periodic unannounced (random) testing at the Affected Property at least once each month. The date of such testing is selected using a means that, to the *Employer's* satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

The *Contractor's* supervisory personnel at the Affected Property is not informed of the date of testing and the selected *Contractor's* Personnel is not notified until the morning of the selected day.

The *Contractor's* personnel to be tested are selected using a means which, to the *Employer's* satisfaction, randomly selects the number of subjects (10% minimum) from among the pool of all *Contractor's* personnel at the Affected Property. Possible subjects include all the *Contractor's* personnel present at the Affected Property on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects are identified by a unique and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in any given period.

Testing shall, as a minimum,

- Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening; and
- Include for cocaine, opiates, amphetamines, and marijuana.

The *Contractor* confirms all positive tests by gas chromatography / mass spectrometry laboratory analysis (or by other means acceptable to the *Employer*).

The *Contractor* provides regular updates of these random tests to the *Employer*. All positive tests are reported to the *Employer* immediately and in writing. Evidence that *Contractor's*

personnel has passed a substance test is provided to *Employer* within three (3) days of completion of the test.

3.14.7 Accommodation Policy

No accommodation is provided by the *Employer*.

3.15 Health and safety facilities on the Affected Property

3.15.1 Medical Facilities

The *Employer* provides a medical facility at the Affected Property to provide initial medical treatment to personnel. The facility is staffed with professional medical personnel. These personnel are at the Affected Property when significant construction operations are in progress. The *Contractor* is responsible for all emergency transportation including ambulances and helicopters.

3.16 Cooperating with and obtaining acceptance of Others

Except as directed by the *Service Manager*, the *Contractor* in no way interferes with, removes, adjusts, or operates Plant, Materials and/or Equipment of or being supplied or operated by Others. Without derogating from the foregoing, the *Contractor* does not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the *Service Manager*. The *Contractor*, at all times, keeps the work of Others free from dropping, dripping and spattering of Materials used in the *service*.

3.17 Records of Contractor's Equipment

The *Contractor* is responsible for replacement and replenishment of Equipment without any disruption of the *service*. Asset registers of such Equipment are maintained by the *Contractor* and are audited by the *Employer* from time to time.

3.18 Equipment provided by the Employer

None

4 Site services and facilities

4.1 Provided by the Employer

4.1.1 General

The *Employer*, at his expense, arranges for, develops, and maintains the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Affected Property, as applicable. These services and facilities are provided on the basis detailed below.

4.1.2 Project Site Facilities & Services Matrix

Site Facilities, Utilities and Services		Provided by		Details
Item		Contractor	Employer	
Field Office				
Field office structure			X	
Tools				
Cleaning tools		X		
Special specialised tools		X		
Equipment				
Cleaning equipment		X		
Communication				
Internet connection		X		
Radio & cell phone communication		X		
Telephone				
Construction telephone main service line		X		
Construction telephone line connection to Contractor field office		X		
Contractor's telephone equipment and system wiring		X		
Electrical Power				
Construction main power source and maintenance			X	
Construction power primary distribution system and maintenance			X	
Construction Lighting				
Structures interior temporary lighting and maintenance			X	
General areas site lighting and maintenance			X	
Water - potable and non-potable				
Construction water source			X	
Construction water usage payment			X	

Site Facilities, Utilities and Services	Provided by		Details
Item	Contractor	Employer	
Sanitary Facilities			
Construction primary sanitary facilities and maintenance		X	Offices only
Access Roads			
Primary access roads and maintenance		X	
Primary access road dust control		X	
Provide construction parking area and maintenance		X	
Storage Facilities			
Onsite lay-down space		X	
Tool storage facilities		X	
Security			
Overall site security		X	
<i>Contractor</i> specific areas security	X		
Overall site security access card and finger print system and materials		X	
Medical Facilities			
Onsite first aid/medical services		X	
Fire Protection			
Construction fire protection – fire extinguishers		X	
Cleanup			
General refuse offsite disposal		X	
<i>Contractor</i> general refuse collection and onsite disposal	X		
Hazardous waste disposal and clean up / rehabilitation	X		

All facilities or services not specifically indicated as provided by the *Employer* in the above Project Site Facilities and Services Matrix, but required for the *service* (including roads, assigned lay-down yard improvements, and access needed by the *Contractor* in the Provision of the Service), are

provided, maintained and removed when no longer required, by the *Contractor*. Except as otherwise stated in the Contract, all *Contractor* provided facilities and services are to the satisfaction of the *Employer*.

The provision or cessation of such *Contractor* provided facilities or services, and the erection, installation and removal thereof and/or of related Equipment, requires the *Service Manager's* acceptance.

4.2 Affected Property roads and parking

The *Employer* provides and maintains construction parking and general use roads on the Affected Property. A construction parking lot will be located outside the main security fence for *Contractor's* personnel and visitors. Parking facilities are limited. *Contractor's* personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

The *Employer's* approval and an appropriate permit is required as authorisation for any *Contractor* vehicles to be brought on to the Affected Property.

4.3 Communication Services

The *Contractor* provides his own internet and telephony connectivity, if required.

4.4 Water

The *Contractor* exercises economic use of the water supplied by the *Employer*.

PART 4: SITE INFORMATION

Site Location and Information: Ankerlig 3 Project and Project Site
ATKSS Project Construction Site, Neil Hare Road, Ankerlig Industrial, 7349.
Site Co-ordinates: 33°35'14.0"S 18°28'06.0"E



Google Maps view

1. General description of the Site and its surroundings

As indicated within the google map view, The *Contractor* is to refer to the Service Information for *Employer's* requirements for the service.