



NEC3 Term Services Contract (TSC)

A contract between **ESKOM HOLDINGS SOC LIMITED**
(Reg. No.2002/015527/30)

and
(Reg. No.):

for The provision of car wash services for a period of 36 months at
Camden Power Station

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Pro Forma Task Order

Contract Number:

C1.1 Form of Offer & Acceptance**Offer**

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

The provision of car wash services for a period of 36 months at Camden Power Station

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

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

The offered total of the Prices not exceeding and exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
In words (Exc. VAT)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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

Name

Capacity

Date

Address:

For the tenderer:**Witness**

Name

Signature

Date

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature _____

Name **Justice Bore** _____

Capacity **General Manager
Camden Power Station** _____

Date _____

Address: **ESKOM HOLDINGS SOC LTD., Camden Power Station, Private Bag X1002, NUCAM,
2355** _____

For the purchaser:**Witness**

Name _____

Signature _____

Date _____

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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	Not Applicable _____	_____
2	_____	_____
3	_____	_____

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	_____
Date	_____
On behalf of:	Eskom Holdings SOC LTD., Camden Power Station _____
Witness	_____
Name	_____
Signature	_____
Date	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of the data in full 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: 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 X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (Name): Address Represented By: Tel No. E-mail address	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg Ilze Podges 017 827 8535 podgesi@eskom.co.za
10.1	The <i>Service Manager</i> is (name): Address Tel	Ilze Podges Eskom Holdings SOC Limited Camden Power Station Private Bag x 1002 2355 017 827 8535

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

e-mail	podgesi@eskom.co.za	
11.2(2) The Affected Property is	Camden Power Station	
11.2(13) The service is	The provision of car wash services for a period of 60 months at Camden Power Station	
11.2(14) The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Financial Risk • Production Risk • Safety & Quality Risk 	
11.2(15) The Service Information is in	Part 3: Scope of Work and all documents required	
12.2 The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1 The <i>language of this contract</i> is	English	
13.3 The <i>period for reply</i> is	1 week.	
2 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	
21.1 The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date	
3 Time		
30.1 The <i>starting date</i> is.	01 August 2024	
30.1 The <i>service period</i> is	36 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 26th 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	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the</p>	

		6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	Will be applicable as per the contingency 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	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	-----
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies_Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	N/A

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rand).
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.
Note:	There is currently a process undertaken by Eskom Head Office to establish a National Contract. Service providers are advised that should this process be finalised before the end date of this contract, Eskom reserves the right to terminate this contract and allow national contract to take over. In such an event termination procedures as stated in the NEC3 Term Service Contract (TSC3) of April 2013 will come into effect.	
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	2 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	South Africa.
	Tel No.	
	Fax No.	
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>The republic of South Africa</p> <p>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>

12 Data for secondary Option clauses

X1	Price adjustment for inflation															
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td></td> <td>Table C3 Labour</td> <td>SEIFSA</td> </tr> <tr> <td></td> <td>Table L 2a Transport</td> <td>SEIFSA</td> </tr> <tr> <td></td> <td>Table D2 Consumables</td> <td>CPI</td> </tr> </table> <p>100.00</p>			proportion	linked to index for	Index prepared by		Table C3 Labour	SEIFSA		Table L 2a Transport	SEIFSA		Table D2 Consumables	CPI
proportion	linked to index for	Index prepared by														
	Table C3 Labour	SEIFSA														
	Table L 2a Transport	SEIFSA														
	Table D2 Consumables	CPI														
Note:	<p>Prices are Fixed and Firm for the First 12 Months of the contract and only subject to escalation thereafter.</p>															
X2	Changes in the law	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>														
X17	Low service damages															
X17.1	The <i>service level</i>	<p>The penalty of R1 500.00 per day limited to 15% of the contract will be deducted should the contractor fails to perform/action the task as required by the employer.</p>														
X18	Limitation of liability															
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<p>R0.0 (zero Rand)</p>														
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>														

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">• the total of the Prices at the Contract Date and• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none">• Defects due to his design, plan and specification,• Defects due to manufacture and fabrication outside the Affected Property,• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),• death of or injury to a person and• Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	N/A
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	24 hours upon receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z11 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* 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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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.

Z7.2 The *Contractor*, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 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.

Z10 Employer's limitation of liability

Z10.1 The *Employer*'s liability to the *Contractor* for the *Contractor*'s indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

Annexure B: The *Employer's Panel of Adjudicators*

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng on 011 800 4031 or [Leighton.Itholeng@eskom.co.za]

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)² 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	0% 0%
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Financial Risk • Production Risk • Safety & Quality Risk
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Part C3
21.1	The plan identified in the Contract Data is contained in:	N/A
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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	C2.2, page 22 of this document
11.2(19)	The tendered total of the Prices is	(Excl. VAT)

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>	1

C2 Pricing Data

ITEM NO	VEH REG	MAKE	VEHICLE TYPE	FREQUENCY OF FULL WASH WITH POLISH	AVERAGE NO OF DAYS PER MONTH	NO	PRICE PER WASH	TOTAL PER MONTH
POOL CARS								
1	HXH488MP	TOYOTA ETIOS	SEDAN	2x per week	8	1		
2	HXR883MP	VW POLO VIVO	SEDAN	2x per week	8	1		
3	KMZ724MP	VW POLO	SEDAN	2x per week	8	1		
4	KNC433MP	VW POLO	SEDAN	2x per week	8	1		
5	KNC331MP	VW POLO	SEDAN	2x per week	8	1		
6	KNJ129MP	VW POLO	SEDAN	2x per week	8	1		
7	KNN271MP	VW POLO	SEDAN	2x per week	8	1		
8	KNN268MP	VW POLO	SEDAN	2x per week	8	1		
9	KNF996MP	VW POLO	SEDAN	2x per week	8	1		
10	KNG417MP	TOYOTA COROLLA	SEDAN	2x per week	8	1		
11	KNL378MP	TOYOTA COROLLA	SEDAN	2x per week	8	1		
12	KNK542MP	VW POLO	SEDAN	2x per week	8	1		
13	KNK925MP	VW POLO	SEDAN	2x per week	8	1		
14	KNJ127MP	VW POLO	SEDAN	2x per week	8	1		
15	KNK921MP	VW POLO	SEDAN	2x per week	8	1		
16	KNK929MP	VW POLO	SEDAN	2x per week	8	1		
17	KNK918MP	VW POLO	SEDAN	2x per week	8	1		
DEDICATED VEHICLES								
18	JDR667MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
19	KNG425MP	TOYOTA COROLLA	SEDAN	1x per week	4	1		
20	KNK537MP	VW POLO	SEDAN	1x per week	4	1		
21	KNF998MP	VW POLO	SEDAN	1x per week	4	1		
22	KNK538MP	VW POLO	SEDAN	1x per week	4	1		
23	KNK535MP	VW POLO	SEDAN	1x per week	4	1		
24	JDV873MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
25	HXR846MP	VW POLO VIVO	SEDAN	1x per week	4	1		
26	HXR847MP	VW POLO VIVO	SEDAN	1x per week	4	1		
27	HXR849MP	VW POLO VIVO	SEDAN	1x per week	4	1		
28	KMX604MP	VW POLO	SEDAN	1x per week	4	1		
29	JDH271MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
30	JDN718MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
31	JDV874MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		

ITEM NO	VEH REG	MAKE	VEHICLE TYPE	FREQUENCY OF FULL WASH WITH POLISH	AVERAGE NO OF DAYS PER MONTH	NO	PRICE PER WASH	TOTAL PER MONTH
32	JDV876MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
33	JDV878MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
34	JDV879MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
35	JDV884MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
36	JGT459MP	TOYOTA ETIOS	SEDAN	1x per week	4	1		
37	DXR856MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
38	HCZ634MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
39	HDG710MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
40	JFH771MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
41	FCH845MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
42	FDL029MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
43	FRR623MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
44	FFT878MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
45	JFD122MP	ISUZU KB300	DC BAKKIE	1x per week	4	1		
46	JDF107MP	ISUZU KB300	DC BAKKIE	1x per week	4	1		
47	FRM722MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
48	KNB745MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
49	KNB749MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
50	KNB734MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
51	KNB759MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
52	KNB753MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
53	KNV413MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
54	KPC587MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
55	KPC573MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
56	KNX607MP	ISUZU D-MAX	DC BAKKIE	1x per week	4	1		
57	FKB145MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
58	HCL936MP	NISSAN NP300	DC BAKKIE	1x per week	4	1		
59	JLW802MP	FORD RANGER	DC BAKKIE	1x per week	4	1		
60	DLM966MP	TOYOTA HILUX	DC BAKKIE	1x per week	4	1		
61	HXP242MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
62	JDM672MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
63	FGC702MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
64	FFT875MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
ITEM NO	VEH REG	MAKE	VEHICLE TYPE	FREQUENCY OF FULL WASH WITH POLISH	AVERAGE NO OF DAYS PER MONTH	NO	PRICE PER WASH	TOTAL PER MONTH

65	FGB258MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
66	FFX778MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
67	HHM361MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
68	JDM671MP	TOYOTA HILUX	SC BAKKIE	1x per week	4	1		
69	HYS971MP	VW AMAROK	SC BAKKIE	1x per week	4	1		

EQUIPMENT

70	FJM746MP	CASE - TLB	TLB	1x per week	4	1		
71	BTW043MP	ATLAS COPCO	COPCO	1x per week	4	1		
72	DPZ697MP	BRINTO TANKER TRAILER BOWSER	BOWSER	1x per week	4	1		
73	CAM004	TELESCOPIC HANDLER	HANDLER	1x per week	4	1		
74	JMK997MP	MITSUBISHI FORKLIFT	FORKLIFT	1x per week	4	1		
75	CAM007	5 TON FORKLIFT	FORKLIFT	1x per week	4	1		
76	CAM008	5 TON FORKLIFT	FORKLIFT	1x per week	4	1		
77	CAM002	2.5 TON FORKLIFT	FORKLIFT	1x per week	4	1		
78	CAM001	SKIDLOADER BOBCAT	BOBCAT	1x per week	4	1		
79	CAM005	CHERRY PICKER	CHERRY PICKER	1x per week	4	1		

TRUCKS, QUANTUM AND TRAILER

80	DNB929MP	TOYOTA - AMBULANCE	QUANTUM	2x per week	8	1		
81	KNC032MP	TOYOTA HIACE	HIACE 14 SEATER	2x per week	8	1		
82	KNK545MP	TOYOTA QUANTUM	QUANTUM PANELVAN	2x per week	8	1		
83	DWG576MP	MAN FIRE TRUCK	TRUCK	2x per week	8	1		
84	DKY366MP	NISSAN UD - SKIP TRUCK	TRUCK	1x per week	4	1		
85	DWD362MP	MAN M2000	TRUCK	1x per week	4	1		
86	FMT255MP	HINO - SKIP TRUCK	TRUCK	1x per week	4	1		
87	JGM672MP	MITSUBISHI FUSO - TIPPER TRUCK	TRUCK	1x per week	4	1		
88	FJG485MP	ERA TRAILER	TRAILER	1x per week	4	1		
ITEM NO	VEH REG	MAKE	VEHICLE TYPE	FREQUENCY OF FULL WASH WITH POLISH	AVERAGE NO OF DAYS PER MONTH	NO	PRICE PER WASH	TOTAL PER MONTH
89	KRP787MP	BAHRAIN TRAILER	TRAILER	1x per week	4	1		
90	KNP312MP	TRAILER HAZMAT	TRAILER	1x per week	4	1		
91	JTL360MP	TSHUKUDU TRAILER	TRAILER	1x per week	4	1		
92	JTL362MP	TSHUKUDU TRAILER	TRAILER	1x per week	4	1		
93	FKZ198MP	FLEXIAN TRAILER	TRAILER	1x per week	4	1		

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	9
C3.2	<i>Contractor's Service Information</i>	
Total number of pages		

1. EMPLOYER'S SERVICE INFORMATION**Scope of Work for the Carwash bay.**

The supplier to do the following service at Camden Carwash Bay for a period of 3 years (36 months).

In general, the work covered by this Contract is for an all-inclusive Car Wash Bay cleaning service. The service provider must have the capacity to deliver a service on a daily basis including the provision of all cleaning materials (must be SABS approved) and car wash equipment as required to wash the vehicles.

The contract is for the service of a Car wash bay where it will be expected to wash Eskom pool vehicles on a daily basis. Provision must be made to cater for the washing of Eskom Scheme vehicles and if time allowing private vehicles of Eskom Employees. Eskom will supply the car wash bay premises, water and electricity. The contractor will supply cleaning materials and equipment as required. 6 additional contractor employees will be required on a full time basis at the car wash bay from 07:45 until 16:00 daily of which 3 employees will be required to have Eskom vehicle driver permits that will be issued to employees before the contract commence.

The contract will be for a period of 3 years (36 months). It is anticipated that the contract will commence 1 August 2024 to 31 July 2027.

Detailed scope is on the Term service contract (TSC) document.

To provide car wash services at Camden Power Station including the following:

The team to comprise of at least one Supervisor, with the following requirements:

1.1 Supervisor

One employee appointed as Supervisors with the following experience:

- Matric - proof must be attached
- Drivers License minimum Code 10

1.2 Car wash staff

- Must be able to communicate in English or have understanding of English.
- Staff to pay attention to personal hygiene and take pride in their appearance at all times.
- The Supplier to ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- The Supplier and staff to conduct business in a courteous and professional manner.
- All staff should be trained to use all types of equipment and know all cleaning procedures in the event that staff is absent or has taken on more tasks.

1.3 Staff uniform

- The Supplier to provide own PPE equipment
- Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.
- Staff to wear clean works uniforms every day.
- Provide all personnel working under this contract with uniforms, which state the name of the Supplier and that can be clearly identified from other Service Providers, Camden Power Station personnel, etc. ESKOM reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.
- Inspection will be conducted as per the PPE procedure
- All Uniforms including protective clothing should be:
 - Clean and freshly laundered.
 - In good condition.
 - Shoes must be clean, polished, in good condition.

1.4 Transport of staff

- Ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Camden Power Station.
- The Supplier to ensure that no employee will be transported in the back of open vehicles.
- No person may be transported in the back of vehicles closed by means of canopies, unless provided with proper seating and safety belts.

1.5 Accommodation and travelling

- All accommodation and travelling costs will be for the supplier's account.
- The employer does not provide any accommodation or feeding facilities for the contractor the Contractor's employees and / or their families

2. Site establishment.

This will apply for Camden Power Station site only.

2.1 Change rooms for staff

- The supplier to supply change rooms with lockable lockers for each employee at the car wash.
- ESKOM will conduct regular inspections of the facility to ensure adherence to standards prescribed by law.
- All furniture and fittings must be of acceptable industry standards. ESKOM reserves the right to instruct the Supplier to remove any furniture and fittings that is deemed unacceptable.

2.2 Water, electricity, telephone and medical facility

- Power is available from existing boards.
- The Supplier to pay ESKOM for all medicals done by ESKOM Medical personnel, first aid and telecommunication facilities.
- Two mobile phones will be available for the supervisors and only internal lines will be opened for communication.
- The Supplier will supply own consumables (coffee, tea, sugar, milk, stationery, printing and copying paper, etc.)
- The cost of the water and electricity consumptions by the Supplier will be paid by ESKOM.

3. Cleaning material required

- Eskom will provide the premises with water and electricity.
- Supplier must provide their own car wash equipment and chemicals (SABS approved).

4. Spot Checks, Job Observations and SMAT observations

- These are ad hoc inspections and observations that will be conducted on a monthly basis by the Services Manager. Supplier to comply with all safety and safe work procedures and requirements.
- This is to ensure that the car wash programme is being carried out at all times.
- Job Observations and SMAT observations to be completed as per SHEQ requirements per months.

5. Electrical equipment

- Equipment must be serviced and repaired regularly and proof of services to be kept on file.
- Keep all cords and connections in good order and replace old/damaged ones immediately.
- Take all damaged equipment out of service immediately and tags it as "Out of order"

6. Compliance with Labour Legislation

- Suppliers must be registered with the Unemployment Insurance Fund and the Workmen's Compensation Fund.
- Suppliers must also comply with all applicable wage order / sector determination and/or agreement, in terms of the Labour Relations Act No 66 of 1995 (as amended) and or the Basic Conditions of Employment Act No 3 of 1983 (as amended). Proof must be submitted.
- PLEASE NOTE: Government Gazette R302 OF 21 February 1997, Cleaning services Trade: Amendment Order is applicable, (Minimum wages). Amended Occupational and Safety Act No 85 of 1993, COIDA and Environmental Acts ensures that substance is safe and without risks both to health and property (10.3 a, b, c).

7. Rectifying Problems

- When problems are observed with regards to the car wash programme, it is important to take immediate and consistent action.
- Bring the problems to the attention of the person responsible for carrying out the cleaning.
- Ensure that all cleaning materials and equipment are available, and that equipment is in good working order.

8. Faulty cleaning machinery

- Ensure that all equipment is properly maintained, and take action to ensure that equipment faults are rectified.

- A contingency plan should be built into the schedule which includes using alternative manual and mechanical methods until faulty machinery is repaired / replaced.
- Staff must be trained in checking for basic faults and contacting the appropriate maintenance person.

9. Operations at Car Wash Bay

- Provision to be made for the complete wash of 15 Eskom vehicles per day.
- Supplier must provide all chemicals and cleaning consumables including etc. polish, air freshener, clothes, shamies, and tyre polish that complies with SABS standards.
- Eskom will provide the building, water and electricity
- 6 employees to be available at the all times at the car wash bay from 07:45 to 16:00 from Monday to Thursday and Fridays from 07:45 to 12:00
- Maintaining of all equipment will be the responsibility of the Supplier.
- All dedicated departmental vehicles have to be collected by an employee that have an Eskom tag from the relevant departments on a weekly basis to be washed.
- The Transport department with the supplier will make arrangements for the wash of pool vehicles when required.
- The minimum 3 employees must be evaluated by Eskom to drive Eskom code 8 vehicles of which one employee must have code 10 and code 14 licence to drive the Eskom trucks.
- All Eskom vehicles to be inspected when washed and any defects to be reported to the transport department.
- A record of all Eskom vehicles washed during the month must be attached to the invoice and only vehicles washed during the month will be paid for.
- Eskom vehicles to be washed first before any private vehicles are washed.
- When an Eskom vehicle is collected for washing make, sure you return the vehicle at the time required.
- From time to time it will be required to wash vehicles for VIP visits at short notice. Arrangements will only be approved by the Eskom contract manager.

2. MANAGEMENT STRATEGY AND START UP

2.1 Invoicing and payment

On a monthly basis assessment to be conducted and signed off by both (The *Consultant* & the *Employer*) and once assessment has been done payment against invoice will be made.

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

The *Contractor* shall address the tax invoice to
 Eskom Holdings SOC
 Finance Department
 Camden Power Station

and include on each invoice the following information:

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

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

The contractor keeps accurate and complete books of accounts, records and other evidence relating to the Actual Costs. These are opened to audit. All documentation is kept by *Contractor* for a period of three years

following completion of this contract. This information is kept up to date at all times and the *Service Manager* shall have access to them at any time.

2.3 Management of work done by Task Order

- Work will be executed monthly by the use of task order process

3. HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

3.1 Health and safety risk management

The contractor will comply with the following:

- National Environmental Management Act 107 of 1998
- Mine Health and Safety Act 29 of 1996 (Where applicable)
- Eskom / Camden Policies and Procedures
- Compensation for Occupational Injuries and Diseases Act of 1993 (COID)
- All staff will undergo a one day Safety Induction training course one week before site occupation
- Adhere to Eskom and Camden Power Station's zero tolerance for non-compliance
- to any of Eskom's and/or Camden Power Station's safety rules and regulations
- Eskom Cardinal Rules:
 - Hook up at Heights
 - Buckle Up
 - Be Sober
 - Ensure you have a permit to work
- Open, Isolate, Test, Earth, Bond and/or Insulate Before Touch

The Contractor must appoint Safety Representatives to assist but not limited to the following:

- Identify possible hazards, dangers and risks
- Eliminate potentially dangerous conditions and actions
- Ensure a safe working environment

Inspect and record findings of his workplace and submit a copy on a monthly basis to The Project Manager

The Project Manager shall be entitled to request the *Contractor* to stop work, without penalty to the *Employer*, when the Contractor's personnel fail to conform to acceptable health & safety standards or contravene the health and safety sections and regulations.

The Project Manager must be informed as soon as possible but not later than the end of the shift about any injury or damage of property or any equipment by means of a flash report.

The *Contractor* must perform job observations on critical tasks as identified and provide proof to the project manager.

3.2 Minimum SHE Documentation Required from the Contractor

The following minimum documents must be provided by the contractor in terms of Health, Safety and Environmental performance contract commencement.

- Letter of good standing with COID or a registered insurance body
- An organogram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- The expected roles, responsibilities and authority of those who are proposed to receive legal appointments as well as their proof of competency.

The provision of car wash services for a period of 36 months at Camden Power Station

- The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- Proof of environmental, health and safety awareness training (provided by a recognized training body) for all employees required to perform work at Camden. The contractor shall be responsible to ensure that his employees are trained before commencing work at Camden. Proof of training provided, i.e. attendance registers and the training content, shall be submitted to the Eskom Agents and/or Environmental and Safety Officers for approval before commencing work on-site. Failure to do so shall result in an immediate termination of the contract.
- The contractor's company Safety, Health and Environment policy.
- Provide an overview of the system/program that is utilized to manage Safety, Health and Environment.

4. PROCUREMENT**4.1 People****4.1.1 Minimum requirements of people employed on this site**

The *Project Site Manager* shall ensure that only qualified people will be allowed to work at Materials Management as per the attached scope of work. The *Service Manager* shall be entitled to verify the qualifications of the key people.

Note: The *Project Manager* must verify qualifications of all people that will be used for this contract

4.1.2 Change of Broad Based Black Economic Empowerment (B-BBEE) Status

Where a change in the *Contractor's* legal status, ownership or any other change to his/her 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.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his/her B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Where as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate or alternatively terminate the *Contractor's* obligation to provide the works.

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 procedure on termination will apply.

5. WORKING ON THE AFFECTED PROPERTY**5.1 Security arrangements**

The *Contractor* applies for access permits (Contractor's permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to be in possession of an access permit at all times.

In order to assist Protection Services with the issuing of permits and the identification of personnel on site the successful *contractor* is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area.

This list must be delivered to Protection Services. The list, identified with the *Contractor's* name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Copy of the ID book of every employee of the *Contractor*,

Access permits must be returned to protection services when the worker/s leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *contractor* - to be used again when the tools and equipment are removed from site after the completion of the services.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not issue for the removal of any tools or equipment not specified on the tool list.

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

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

No unauthorised vehicles will be allowed on site. Only *Contractor*'s Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the *Service Manager*.

No recruiting of casual labour may be done on the *Employer*'s premises, including the area outside the Power Station Security Gate.

5.2 Fire Precautions

Any tampering with the *Employer*'s fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and 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 a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3471.

Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

5.3 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 REOCCURRENCE of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported within 12 hours.

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

5.4 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

5.5 Health and Safety Arrangements

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the services.

Safety Risk Management has the right and authority to visit and inspect the *Contractor*'s workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* shall be entitled to instruct the *Contractor* to stop **work**, without penalty to the *Employer*, where the *Contractor*'s personnel fail to conform to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to call the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

The *Contractor* will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan
- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)
- 161 and 162 appointments

5.6 Health and safety facilities on the Affected Property

5.6.1 Medical Facilities

The *Contractor* provides a First Aid service to his employees. In the case where these prove to be inadequate, as in the event of a serious injury, the *Employer*'s Medical Centre and facilities will be available.

Outside the *Employer*'s office hours, the *Employer*'s First Aid Services will only be available for serious injuries and life threatening situations.

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

5.7 People restrictions, hours of work, conduct and records

Lunch time is between 12:00 until 12:30, the *Contractor*'s personnel working at the plant is expected to be on site until 12:00 then break for Lunch and back at 12:30 from lunch. Knock off time is 16:30.

5.8 Environmental controls, fauna & flora

All work complies with relevant environmental regulations as required.

If the work includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed off by the contractor in accordance with the applicable law.

5.9 Refuse Disposal

The *Employer* will provide and empty special colour coded bins for refuse disposal.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:

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

5.10 Records of *Contractor's* Equipment

N/A

6 EQUIPMENT PROVIDED BY THE EMPLOYER

None

7 SITE SERVICES AND FACILITIES**Provided by the *Employer*****7.1 Portable Water**

The contractor may utilize water points on Site.

7.2 Electrical Power

Contractor may utilise power on site.

7.3 Sanitary Facilities

Permanent facilities to serve the Power Station terrace are provided by the employer.

7.4 Waste Removal

Household waste removal to the bins, as provided on site by the employer, is the responsibility of the Contractor.

7.5 Telecommunication

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

7.6 Accommodation and catering

The Contractor will be responsibility for the provision of accommodation to his personnel – the Employer does not provide accommodation.

The Contractor or any of his employees or subcontractors will be allowed to use the Employer's dining facilities.

The Contractor or any of his employees or subcontractors may also buy take away meals from the fast foods outlet on Site. Lunch time is from 12:00 to 12:30. The Contractor shall provide everything else necessary for providing the Works.

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basisTask Order No. *service*To:.....
..... (Contractor)

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

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)Total of Prices for items of work on the Price List
(details attached)

R._____

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

R._____

Total of the Prices for this Task Order R _____

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

Signed: Date

(for *Contractor*)

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

Signed: Date:

(for *Employer*)