



NEC3 Term Service Contract (TSC3)

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

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

**For The Industrial specialized cleaning services on the
Coal Stockyard & Inside Station Coal Plant at Tutuka
Power Station for a duration of six (6) months**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3 Proforma Guarantees	[•]

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 Industrial specialized cleaning services on the Coal Stockyard & inside Station Coal Plant at Tutuka Power Station for a period of six (6) months

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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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)

Capacity

for the
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

1.

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 *(Insert name and address of organisation)* _____

Name & signature of witness _____

Date _____

For the *Employer*

Signature _____

Name _____

Capacity _____

(Insert name and address of organisation) _____

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	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
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	TBC on award
	Address	Bethal- Standerton Road Private Bag X2016 Standerton, 2430 SA
	Tel	TBC on award

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

	e-mail	TBC on award
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The service is	The Industrial specialized cleaning services on the Coal Stockyard & Inside Station Coal Plant at Tutuka Power Station for period of five (5) years (60 months)
11.2(14)	The following matters will be included in the Risk Register	As stipulated in the Site information section of this contract (Appendix B) on the second last page of this document Management of interfaces with existing plant Unforeseen Work Stoppages sessions Community Unrest Labour strike Delay in response to call outs Non-compliance to all statutory and legal requirements
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	1 Hours during an emergency Three (3) working days under normal circumstatnce All verbal, telephonic, texts, MS Teams etc communications must be converted in writing within 48 hours, where applicable recording shall be initiated for referral
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	One (1) week of the Contract Date as per the Task Order, agreed between the Service Manager and Contractor
3	Time	
30.1	The <i>starting date</i> is.	TBC on award
30.1	The <i>service period</i> is	Six (6) 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	Assessments will be done progressively based on sectional work completed At the completion of every Task Order

51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks. 30 days after submission of valid Invoice or as per the BBBE status
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 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.</p>
6	Compensation events	Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i>
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	As per Z12 clause in this contract
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. As per NEC3 TSC Core Clause Z12 the <i>Employer</i> provides these insurances from the insurance table, also captured in Annexure A 2. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document
9	Termination	Termination will be dealt with as per NEC 3 TSC termination clauses (Clause 9) Exist Clause: The <i>Employer</i> reserves the right to terminate the contract at any time, during the period that the contract is active and in the event of shutting down of the Power Station

10 Data for main Option clause

A	Priced contract with price list	In C2.2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four (4) weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	
	Fax No.	
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	<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 	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 <i>base date</i> for indices is	The month prior to the enquiry closing date.									
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]
proportion	linked to index for	Index prepared by									
0.	[•]	[•]									
0.	[•]	[•]									

		15% 100%	non-adjustable
X2	Changes in the law	Of the Republic of South Africa	
X17	Low service damages		
X17.1	The service level table	on the last page of this document as an Annexure C (KPI's)	
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 in the "Format A" (Contract all risk Insurance Policy available on request from Eskom Group Insurance	
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles 	
X18.4	<p> The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than for Software in the excluded matters, is limited to</p> <p>2816202 - Redacted</p>	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The Contractor's total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the Contractor is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the Employer's property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. 	
X18.5	The end of liability date is	End of the service period or every 30 days.	
X19	Task Order		
X19.5	The Contractor submits a Task Order programme to the Service Manager within	Within the same day with a maximum of two days of receiving the Task Order/Purchase Order / Formal letter	

X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C to this Contract Data Appendix C on the last page of this document. No incentives will be paid out for Key performance indicators. KPI's are to monitor performance of this contract
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	The performance of the <i>Contractor</i> will be assessed monthly to ensure transparency and good performance is sustained
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor*'s legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor*'s B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the service; and
- undertakes, in and about the execution of the service, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his

Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *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 means to harm or threaten to harm, directly or indirectly, an Affected Party or the

Action	property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
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 <i>Employer</i> may terminate the <i>Contractor</i> 's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor</i> 's obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor</i> '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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document

Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer's 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 OEASM.

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.

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. .

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 the *Contractor's* own resources on a 'self insured' basis or obtained from the *Contractor's* 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 A**' 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 available on request from Eskom Group Insurance.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from Eskom Group Insurances

C1.2 Contract Data

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

Instructions to the contract compiler:

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

Notes to a tendering contractor:

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

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

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

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

Job

Responsibilities:

Qualifications:

Experience:

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

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

C1.3 Forms of Securities

Pro forma for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)*(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)*

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and
{Insert registered name and address of the *Contractor*} (the *Contractor*), for
{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the *Contractor's* parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

ESKOM HOLDINGS SOC Ltd

CONTRACT NO. _____

PROJECT OR CONTRACT TITLE: The Industrial specialized cleaning services on the Coal Stockyard & Inside
Station Coal Plant at Tutuka Power Station for a six (6) months duration

Signed at _____ on this _____ day of _____ 200_____

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Performance Bond – Demand Guarantee: *[Drafting Note: Name of Contractor to be inserted]***Project [] Contract Reference:** *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
 - 1.3 "Contract" – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 "Eskom" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 "Expiry Date" - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.8 "Services" - means [insert as applicable].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - 8.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
 - 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee*(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)*

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] *[Drafting Note: Bank reference number to be inserted]*

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]**Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]**

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
 - 1.2 "Bank's Address" - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*)
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
 - 1.5 "Contractor's ASGI-SA Obligations" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "Employer" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; *[Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]*
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");

3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

8.1 shall expire on the Expiry Date until which time it is irrevocable;

8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;

8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and

8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.

8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

9. The Bank chooses *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

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

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

Item nr.	Description	Unit	Rate
	Core Crew		
1.	1X Site Manager	HR	
2.	1X Supervisor	HR	
3.	1X Safety Officer	HR	
4.	1X General Worker	HR	
5.	1 X Sit Admin Clerk/Secretary	HR	
6.	1X SHE Representative	HR	
	Emergency Crew/Overtime (24hr coverage) @1.5 Saturday		
7.	1X Supervisor	HR	
8.	1x General Worker	HR	
	Emergency Crew/Overtime (24hr coverage) @ 2 Sunday		
9.	1X Supervisor	HR	
10.	1x General Worker	HR	
	Equipment		
11.	Vacuum truck(wet)	HR	
12.	Bobcat(wet)	HR	
13.	TLB (wet)	HR	
14.	Self-priming diesel slurry pump x1. Mobile unit with minimum of suction head of 3m, Capacity 120m ³ /h @ 10m head, solid/debris size 30mm.	HR	
15.	Tipper truck(10Ton) (wet)	HR	
16.	High Pressure machine. Mobile unit.max pressure 235 bar @15 litres per minute flow rate	HR	

	Monthly Costs		
17.	Transport/km (H-W-H) @70km	Per km	
18.	Consumables (paper products, hand soap, black bags, tools, sanitary bin)	As and when required (monthly)	
	Once off		
19.	Safety Files	Once off	
20.	Site Establishment	Once off	
21.	Site de-establishment	Once off	
22.	PPE	Per person	
23.	Medicals	Per person	

NOTE 1:

- Contractor to supply rates only and the equipment rates must be in wet rates.
- Normal Time: is estimated at 173 hours per month, supplier to provide rates only.
- Equipment rate to include Driver & assistant's operators.
- No totalling of tendered price allowed
- Site establishment and de-establishment is a once off payment and a full cost breakdown must be provided
- Contractor needs to submit a full breakdown of all PPE priced in his tender
- PPE yearly assessment will only be done after a full breakdown of all PPE is issued to the Contractor's employees and submitted to the Service Manager.
- PPE can be claimed annually.
- Safety file will be once of payment

GATEKEEPER

Proof of National Contract Cleaners Association Registration & Membership

NOTE 2:

Tenderers shall allow in their rates for the cost of all materials, labour, profit, supervision and all other costs which may be incurred in the proper execution of the works

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

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1. Description of the service

1.1. Executive overview

Tutuka Power Station is a coal fired power station and has 3600MW installed capacity and was constructed in the mid 1980's. The Tutuka Power Station is located within the Standerton magisterial district, approximately 21 km northeast of the town Standerton in the Mpumalanga Province. Hydrologically, Tutuka Power Station is situated within the Quaternary Catchment C11K, which in turn forms part of the Vaal River catchment area. This catchment area falls largely within the Environmental Water Requirement (EWR) Class C (moderately modified) management class.

To maintain a healthy and safe environment in a power plant, efficient plant cleaning is a requirement, this is done to protect both personnel and plant from incidents that are influenced and triggered by poor housekeeping practices.

Housekeeping refers to the degree at which the power plant is safely accessible and operable and is expected to remain in that state. Regular cleaning in a power plant forms part of preventative maintenance.

The objective of the cleaning contract is to achieve and maintain a clean and safe plant. The indicated activities and requirements captured in the cleaning scope are an *Employer's* deduction of activities including the frequent intervals required to achieve a clean and safe plant. It remains the responsibility of the *Contractor* to assure that these recommendations are sufficient and to adjust/optimise the requirements and labour force whenever necessary to ascertain efficacy when executing the cleaning scope.

The scope of work consists of plant cleaning in and around the coal plant which will include but not limited to, the CSY towers, crusher basement, CSY conveyors, stacker reclaimers, CSY offices, sumps & silt traps, ablution facilities, Oversilo conveyors & drive house, reclaim conveyor and drives, inclines conveyor and shuttles, 2-way chute area, cross conveyors and drives, bunker distributions, bunker feed conveyors, all coal chutes.

1.2. Objective

The objective of the cleaning contract is to achieve and maintain a clean and safe plant. The indicated activities and requirements captured in the cleaning scope are an *Employer's* deduction of activities including the frequent intervals required to achieve a clean and safe plant. It remains the responsibility of the *Contractor* to assure that these recommendations are sufficient and to adjust/optimise the requirements and labour force whenever necessary to ascertain efficacy when executing the cleaning scope.

The aim of the project is to:

- Maintain Tutuka Power Station in a clean condition to the prevent the accumulation of dust, debris etc
- The ensure that the required resources are made available to ensure and maintain a clean plant
- To comply to the SHEQ requirements and maintain clean working conditions at Tutuka Power Station

1.3. Roles and Responsibility

Operating Department

- Responsible to coordinate all the works, managing the contract and liaising with the *Contractor*
- Responsible for supervising the works being executed always
- Compiles scope of work for the Industrial Cleaning services required on the specific plant and peripherals
- Conducts technical evaluation, as per the issued technical evaluation strategy

Principal Contractor

- As per OHS Act (85/1993), executes scope of work issued by the *Employer*

- Report any risk, challenges that arise during the scope execution, including safety related challenges

Tutuka Environmental

- Ensures that environmental legislation and standards are adhered to, and environmental practices are implemented at all times during execution of the works.

Tutuka Quality

- Ensures that quality legislation and standards are adhered to, and quality practices are implemented at all times during execution of the works.

Tutuka Safety

- Ensures safety legislation and standards are adhered to, and that safety practices are implemented at all times during execution of the works.

Process for Monitoring

The procurement department will adjudicate the tender evaluation and contract appointment.

The Contractor will daily/weekly report which will ensure the works are executed within the relevant technical, and SHEQ requirements

1.4. Constraints

General Constraints

- Optional site tender briefing session/scope clarification meeting can be conducted or requested by the Tenderer
- All technical queries to be directed to Operating department
- *Contractor* to provide returnable schedules in accordance with the technical evaluation strategy issued by the *Employer*.

Site Constraints

- All works must be executed while the plant is in operation, some area might be isolated some areas might not have isolations might not be provided, a risk assessment to be conducted for every task and approved by the *Contractor's* safety officer
- *Contractor* to provide all machinery, equipment, plant, materials and skilled labour to execute the required works.
- All environmental laws and regulations are to be adhered to during the execution of works.
- The *Contractor's* tools, machinery, equipment and execution of work must not impair the operation or access to the station.
- During execution of the scope of work, *Contractor* to share the site with other contractor/s conducting operation and maintenance tasks.

1.5. Employer's requirements for the service

The *Contractor* must execute the works according to the scope of work, which is the provision of services and resources for efficient cleaning at Tutuka Power Station for a duration of 60 Months.

The *Contractor's* obligation for the provision of cleaning services for a period of 60 months commences from the date the contract is awarded. The required scope will not be limited to the Ash plant cleaning area, where the *Employer* requires cleaning service, the *Contractor* will be required to assist.

The *Contractor* shall submit his plan for executing the service with his tender. The *Contractor* shall include in this plan:

- a. Training (in line and in fulfilment of the requirements of this scope of work)
- b. Safety
- c. Quality

The *Contractor* provides the required resources for the duration of the contract.

The *Contractor* provides transport and accommodation for their people.

The *Contractor* provides Chemical Resistant PPE for personnel, office consumables, etc.

The *Contractor* provides office space for their people.

The scope of work consists of plant cleaning for the coal plant at Tutuka Power Station with a 24hr coverage.

- i. *Contractor* to bring in all machine, equipment, systems/infrastructures and operational requirements including labour required to execute the scope in the shortest possible.
- ii. *Contractor* to conduct detailed site preparations and put up a daily plan for cleaning requirement including resources to achieve efficient plant cleaning
- iii. The *Contractor* must record the following when cleaning is being executed:
 - a) Date and time and area cleaned
 - b) Problems identified
 - c) Maintenance action required if any
 - d) Actions taken/recommended during scope execution
- iv. *Contractor* to note that all cleaning information must be recorded on a daily report. The report must be submitted to the relevant Tutuka stakeholders on a weekly basis.
- v. The *Contractor* must ensure that the cleaning personnel are well-trained and informed of the industrial cleaning and work requirements. The *Contractor*'s Project Manager/Site Manager/ Site Supervisor must monitor general cleaning and where applicable, supervise specialised cleaning tasks.

Plant Performance Penalties

- a) The *Contractor* will be paid according to the scope executed as per the daily shared planned activities by the *Contractor*
- b) Delays in executing the required scope upon contracting awarding and during the contract will trigger penalties by the *Employer*
- c) The *Contractor* will not be penalised if the *Employer* causes the delays in the scope execution

The key performance indicators requirements are consolidated in Annexure C.

The *Contractor* shall duly notify the *Employer* of incidents within two days of occurrence and shall investigate and submit the report where applicable within 1 week for internal investigations and 2 weeks where external investigators are involved from the date of occurrence.

1.6. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
CIDB	Construction Industry Development Board
CoC	Certificate of Compliance
CPA	Cost Price Adjustment
HP	High Pressure
HV	High Voltage
ID	Induced Draught
ISO	International Standards Organisation
LAR	Local Access Register
LH	Left Hand
LV	Low voltage
ML	Meter Level
N/A	Not Applicable
NCR	Non-Conformance Report
OHS Act	Occupational Health and Safety Act
ORHVS	High Voltage Regulations
PPE	Personal Protective Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QC	Quality Control
Quality Control Plan	Quality Control Plan
QMS	Quality Management Systems
QIP	Quality Inspection Plan
RH	Right Hand
SANS	South African National Standards
SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization

SHEQ	Safety Health Environment and Quality
SOW	Scope Of Work
SSC	Submerged Scrapper Conveyor
N/A	Not Applicable
NCR	Non-Conformance Report
OHS Act	Occupational Health and Safety Act

1.7. Management strategy and start up.

The Contractor's plan for the service

Before the *Contractor* can start with the work, they must submit their working plan to the *Project Manager*. The *Contractor* ensures that the working plan takes into consideration the following:

- a) The All works on site must/ shall be discussed before carried out between the *Contractor* and *Employer*
- b) No work shall commence until the scope of work has been finalised and accepted by both the Service Manager and *Contractor*
- c) The Service and *Contractor* manager will do a final inspection on the completion of the scope of work before signing of any documents.
- d) The cleaning staff must be fully resourced with provision for shift cover as may be required from time to time.
- e) Management of consumables for efficient cleaning of the plant in order to meet requirements as specified in the scope.
- f) The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Contract. This shall include adequate management and supervision at all levels.
- g) The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such structure.
- h) Program to be supplied on request on a signed hard copy as well as a soft copy, as per the Scope of Work. To be discussed before each task can be carried out between the *Contractor* and *Employer*.

The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Contract. This shall include adequate management and supervision at all levels. The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such structure. Program to be supplied on request on a signed hard copy as well as a soft copy, as per the Scope of Work. To be discussed before each task can be carried out between the *Contractor* and *Employer*

Program

The Requirements for the program are as follows

- The *Contractor* shall submit a program, compiled in Primavera or similar program, which will provide details of the list of activities and the duration of each activity.
- A list of activities and duration of each shall be made available after an instruction to commence work is supplied to the *Contractor* by the *Employer*'s Representative.
- All activities and requirements for interfaces between the *Contractor* and *Employer* shall be listed in the program.
- The program shall be updated daily and will be used to manage all installation activities.
- The *Contractor* submits a bar chart program one week after award of the contract showing the following:
 - I. The early start and early completion date of each activity.
 - II. The late start and late completion of each activity.
 - III. Planned completion.
 - IV. The order and planning of operations which the *Contractor* plans to do in order to provide the works.
 - V. The *Contractor* prepares and submits an update, seven days after the start date, showing actual progress and the effect upon the remainder of the activities to be completed.

Management and Supervision

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

The *Contractor* is required to submit a staff structure indicating management and supervisory levels.

Eskom's contract manager must approve any change to such staff structure and after such approval; the *Contractor* shall submit an updated staff structure to the contract manager.

The *Contractor* shall submit his plan for executing the service with his tender. The *Contractor* shall include in this plan:

- d. Training (in line and in fulfilment of the requirements of this scope of work)
- e. Safety
- f. Quality

The *Contractor* provides transport and accommodation for their people.

The *Contractor* provides Chemical Resistant/ Retardant PPE for personnel, office consumables, etc.

The *Contractor* provides office space for their people as per the site establishment quotation.

Contractor's management of his personnel

- a. All personnel shall comply with specified PPE requirements for all plant areas and operations and shall report any unsafe condition to the supervisor or in his absence, shall report to the Eskom safety officer and/or the Project Manager or his/her delegate.
- b. The *Employer* may have stated reasons to instruct the *Contractor* to remove any person from the Contract /Site. This can be done by a formal instruction, early warning, email etc.
The *Contractor* arranges and ensures that after one day of receiving the instruction to remove any person, the person has no further responsibilities with the work included in this contract.
Failure to comply with the instruction to remove any key person from site shall be a breach in contract and shall result in termination of the contract.
- c. The *Contractor* ensures that all staff being brought to Tutuka Power Station has a valid medical screening and fitness certificate based on the industrial cleaning
- d. The *Contractor* must ensure that his personnel are in possession of a valid National driver's licence and Eskom Tutuka's access permit.
- e. The *Contractor* provides his own transport and accommodation for personnel
- f. The *Contractor* shall adhere to all provisions within the National Water Act No 36 of 1998 and the National Environmental Waste Act No 59 of 2008.
- g. All the Works will be subject to anytime inspection from by the *Employer* at any point in time.
- h. Damage to the Eskom facilities/properties, which can be clearly attributed to negligence on the *Contractor*, shall be for the *Contractor* account.
- i. The *Contractor* shall record all as found conditions (state of plant, including defective equipment) etc.
- j. The *Contractor* shall ensure that each shift has a full staff complement at all times, shift arrangement and overtime shall be discussed with the *Employer* for alignment as per the scope of work
- k. The *Contractor* shall inform the *Employer* in advance of all approved leave (annual leave, sick leave, etc.) of his personnel and the arrangements for cover for the duration of the approved leave of said personnel.
- l. The ablution facilities will be provided by the *Employer*

Contractor Change of Management and operations team

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- In a case where one *Contractor* takes over from another *Contractor*, the Site Service Manager must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

- Attendance of meetings as and when required by The *Employer*
- The *Employer's* Safety requirements, safety meeting and regulations to be adhered to.
- All documentation required must be returned with the tender document
- If the *Contractor* replaces personnel under his control, it must be Approved by the *Service Manager*
- *Contractor* to provide plan of how his personnel will be divided to attend training and go on leave
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange and approved by with *Service Manager*
- *Contractor* to provide own transport for all employees to travel to site
- The *Employer's* Lifesaving rules to be adhered to at all time
- The *Employer's* safety meetings and regulations to be adhered to
- *Contractor* shall comply with the *Employer's* QC Standard's.
- *Contractor* shall comply with the *Employer's* (WWM) workweek management system.
- Good housekeeping to be maintained at all time
- All telephone accounts on *Contractor* account
- All cabins and LV equipment will comply within the *Employer's* standard's (COC)
- Site conditions will be according to the *Employer's* and Safety regulations standard'
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to provide own cabins for facilities such as office and workshop space
- Transport to be provided by *Contractor* and included in cost, the Employers transport procedure to be adhered to at all times
- Safety of personnel and plant is the requirements while on site at all times (Zero harm policy)
- CIDB Certificate must be valid at all times if required
- PPE to be provided by *Contractor* for *Contractor* Employees and must comply to the *Employer's* requirements. eg. Arc flash suits, this includes facial and hand arc flash suit protection, as well as arc flash suit undergarment PPE, acid resistant, fire-retardant PPE
- *Contractor* shall be required to maintain good housekeeping at all times
- Risk assessments must be completed before each task as per *Employer's* standard
- Non – performance of employees, including absenteeism concerns, will be monitored – NCR will be issued accordingly

Contractor Change of Management and operations team

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Configuration Management

All documents supplied by the Contractor shall be subject to Eskom's approval. The language of all documentation shall be in English.

All project documents must be submitted to the *Employer's* Representative with transmittal note. In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction. The *Contractor* is required to submit documents as electronic and hard copies and both copies must be delivered to the Eskom Representative with a transmittal note.

Document Returnable

The contractor shall produce and submit a project plan, project quality plan, organogram, safety file for approval prior to the commencement of work. The Contractor to conduct induction and medicals prior to commencement of work.

These documents should contain the following information, which is not limited to -

- Project Programme: Indication of the different activities applicable for the execution of the required works from site establishment to handover as well as the time period allocated for each activity
- Project Quality Plan: Highlight the activity or standard which shall be used to ensure quality materials and workmanship
- Organogram: Indication of the core staff who will be involved in the execution of the required works. Names and qualifications to be specified.
- Detailed method statement specifying skills, labour, materials, tools, equipment, machinery for the execution of the required work (Optional can be discussed one site has been established)

Limited Access Register (LAR) or Similar System to Manage Plant Access

The Eskom LAR system is explained below:

- a) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- b) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
 - i) They must not involve danger to the person carrying out the activity;
 - ii) No plant isolations must be required.
 - iii) The activity must be performed by a skilled person and there must be no risk of a production loss;
 - iv) The duration of the activity must be less than 24 hours.
- c) The Supervisor accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.
- d) It is very important that the person who plans to do an activity on a plant under the LAR inform the person in charge of the plant of what will be done.
- e) This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The *Contractor* is also responsible for signing the LAR book.
- f) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal, and that the LAR has been signed off. Just signing the LAR book is not sufficient.

1.8. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Progress Meetings	To be decided by the Service Manager	Tutuka Power Station	Employer and Contractor
Toolbox talk and Task based Risk Assessment discussions	Daily	Tutuka Power Station	Employer and Contractor
Risk registers and compensation events	Weekly, Friday 8am	Tutuka Power Station	Employer and Contractor
Overall contract progress and feedback	Monthly, last Thursday of every month 8am	Tutuka Power Station	Employer and Contractor

Site meetings & inspection meetings between the *Employer* & the *Contractor* shall be held as & when required. Inspection by senior members of the contractor shall be carried out on completion of the work. 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.

Attendance of meetings as required by *Service Manager* such as:

- Tutuka Power Station *Contractors* Safety Meeting (monthly)
- Departmental Safety Meetings (monthly)
- The *Employer's Contractor's* Monthly Safety Meeting
- Section daily meetings
- All Assessment meetings
- Outage meeting as required
- Any meeting requested by the *Employer* or *Contractor*

1.9. Contractor's management, supervision and key people

The *Contractor* must submit an organogram (including minimum qualification level) to the *Project Manager* and all managerial and supervisory staff involved in the for the scope execution. The organogram must clearly indicate the project structure including manpower required during the service period.

1.10. Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

1.11. Documentation control

Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.

- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).
- Assessment supporting documents to be handed into the *Employer/ Service Manager*.
- All communications must be printed and filed in the *Service Managers* file.

Planning: The Contractor shall submit a program, compiled in Primavera or similar program as detailed under section 2.1.1 (**The Contractor's plan for the service**)

Completion: Completion certificate must be submitted on completion of each task order

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

- A copy of the OHS Act.

- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.

1.12. Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of NEC TSC core clause 51, 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 Tutuka Power Station (Eskom Holdings) 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;
- Purchase Order number;
- Invoices can only be sent in by e-mail once the GR number is released by the *Employer*'s representative
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number and a cost center number on the Invoice) to be send directly to financial department as per the employer invoicing procedure/instruction. Invoices and a copy of the assessment with a Service Entry to be send to financial department as per the *Employer*'s invoicing procedure / instruction.

No pro-forma invoices

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

1.13. Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer*'s procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site Service Manager must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer*'s risks
- Assumption about Compensation Events
- *Employer*'s breach of contract

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

NEC TSC3 Clause 52 will apply

1.15. Insurance provided by the *Employer*

- Refer to Contract Data NEC TSC3 section 86

1.16. Training workshops and technology transfer

Requirements for training as specified in Section 3, scope of work and the list below:

- Induction training to be done before work commences on site
- All training required by the *Employer* will be on the *Contractor's* account.
- Training will also be provided on new equipment to execute scope of work on site.
- *Contractor* must be trained on working at height as per Eskom's standard procedure and training to be on *Contractor's* account.
- *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.
- All contractor personnel shall ensure compliance to all training, regulation, Awareness and Workshops (IBI, PSR, SHEQ, and LAR).
- Minimum safety requirements for access are HIRA training

1.17. Design and supply of Equipment

- *Contractor* to provide all tools and equipment necessary to perform the required service
- *Contractor* to supply own 220 VAC extension leads
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident. The contractor will be responsible for the supply and maintenance of portable industrial cleaning equipment required in supplying the service.

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

Equipment

- The *Contractor* returns to the *Employer*, equipment and surplus plant and materials provided by the *Employer*.
- *Contractor* Provides information and other things as stated in the Service information.

Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times
- On completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- *Contractor* is Responsible to ensure that the Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if the *Contractor's* letter of good standing is not valid.
- At the end of this contractual agreement the *Contractor* returns: Arch flash PPE provided by the *Employer*

1.19. Management of work done by Task Order

- A Task Order / Purchase Order or Formal Letter is the instruction to commence work.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- No work shall commence until a Task order is issued, accepted and signed by both the Employer and Contractor
- Completion certificate to be issued after task-on-Task Order is completed and Assessment certificate to be completed

1.20. Scope of work

Employers' requirements for the service

The cleaning services shall cover but not limited to the Coal Stockyard & inside Station Coal Plant and any other plant the Employer might require cleaning services at Tutuka Power Station. The scope can be expanded as per the cleaning demands and needs required in the plants. Areas not included in the scope may not be exempted. Is it the responsibility of the *Contractor* to ensure that task-based risk assessments are conducted, shared with the employees and authorised by the *Contractor's* safety officer, supervisor, or site manager, before the commencement of any task included and excluded in this works information.

The scope shall be executed for a period of 60 months, commencing from the day the contract is signed and accepted by both the *Contractor* and the *Employer*.

- vi. *Contractor* to bring in all machine, equipment, systems/infrastructures and operational requirements including labour required to execute the scope in the shortest time possible. At most all should be ready in two weeks after safety file approval.
 - i. *Contractor* to conduct detailed site preparations and put up a daily plan for cleaning requirement including resources to achieve efficient plant cleaning
 - ii. The *Contractor* must record the following when cleaning is being executed:
 - i. Date and time and area cleaned
 - ii. Problems identified
 - iii. Maintenance action required if any
 - iv. Actions taken/recommended during scope execution
 - iii. Contractor to note that all cleaning information must be recorded on a daily report. The report must be submitted to the relevant Tutuka stakeholders on a weekly basis.
 - iv. The Contractor must ensure that the cleaning personnel are well-trained and informed of the industrial cleaning and work requirements. The Contractor's Project Manager/Site Manager/ Site Supervisor must monitor general cleaning and where applicable, supervise specialised cleaning tasks.

Labour, Materials and Machine/Equipment

The *Contractor* shall be responsible for the supply and delivery of all materials, tools, equipment, tools, machinery, labour, and specialist skills necessary to execute the required cleaning works. All equipment and machinery must be in working order and safe for use.

Contractor to provide their own resources to secure security of tools, materials, and machinery/equipment that will be stored on site. *Employer* will not be liable to account for any costs related to damages or thief of Contractor's tools, materials, and machinery and equipment. All Consumables will be provided by the *Contractor* and including cleaning tools/equipment.

Contractor to ensure that all machinery and equipment used on site will be replaced with immediate effect when damaged or scheduled for maintenance/service and at no time will works stop due to unavailability of machinery. Works delayed due to unavailability of machinery, skilled operators etc will result in a penalty, NCR, early warning etc

Manpower and Equipment's Requirements

Manpower core crew

- 1 x Site Manager
- 2x Supervisors
- 50 x General Workers
- 1 x Safety Officer
- 2 x SHE representatives
- 1x Admin Clerk

N.B 24/7 coverage

Equipment Requirements

- Diesel Vacuum Truck (10m³) x1
- TLB x1
- Tipper truck x1
- Bobcat x1
- Self-priming diesel slurry pump x1. Mobile unit with minimum of suction head of 3m, capacity 120m³/hr @ 10m head, solid/debris size 30mm.
- High pressure pump – specify – Mobile unit. Max pressure 235bar @15 litre per minute flow rate

Note: All equipment's will be on an as and when requirements basis with a response of less than 4 hours minimum and 8 hours maximum. The required machinery will not be limited to the above areas but will be utilized in any other plant area that will require the equipment services

Minimum qualifications requirements of people employed by the Contractor are as follows:

- ❖ Manager must have Grade 12 with any Technical National Diploma and contract management course or NEC3 with 05-years related experience as a Site Manager for industrial cleaning
- ❖ N4 Technical training and 3 years + experience as a supervisor in Cleaning Supervisor for industrial cleaning.
- ❖ Operators must be skilled and approved for machine operation with machine operator certificate and three years' experience as well as Grade 12, be literate and competent to perform their scope of work and be experienced in power plant requirements.
- ❖ General Workers must be skilled and have a minimum of Grade 10 and be literate and competent to perform their scope of work.
- ❖ Safety Officer must possess a National Diploma in Safety Management, HIRA and 03-years related experience

Availability of Plant

- The Service Manager or the Employer's Supervisor will inform Contractor of outage dates
- The preliminary outage program will be forwarded to Contractor
- The Service Manager or the Employer's Supervisor will forward any changes to the outage program

The plant lay out and the scope to be executed

Areas not included/omitted/mentioned in the scope will not be exempted when cleaning requirements are need. The Contractor can be moved to any area that required cleaning at the station as per the instruction issued by the Tutuka Service Manager.

Coal stockyard

Towers

- Tower 11
- Tower 12
- Tower 13
- Tower 14
- Tower 15
- Tower 16
- Tower 17
- Mine Transfer House (MTH)
- 17A & B drive house
- Weigh bin tower

Crusher Basement

- Crusher basement A
- Crusher basement B

CSY Conveyors

- Conveyor 11A and Drive units
- Conveyor 11B and Drive units
- Conveyor 15A and Drive units
- Conveyor 15B and Drive units
- Conveyor 16A and Drive units
- Conveyor 16B and Drive units
- Conveyor 17A and Drive units
- Conveyor 17B and Drive units
- Conveyor 22 and drive units
- Conveyor 23 and drive units
- 18:1 Yard Conveyor and Drive units
- 18:2 Yard Conveyor and Drive units
- 18:3 Yard Conveyor and Drive units
- All chutes across all the belts mentioned above
- Dredging underneath conveyors

Stacker Reclaimers

- Boom Conveyor and conveyor drives

- Elevator conveyor and drive drives
- Bucket wheel drive unit
- Slew Deck
- Super structure cleaning
- Electric gantry cleaning
- 3x Stacker houses
- Stacker rail cleaning
- All the chutes on the stacker reclaim machine

Sumps and Silt Traps

- Silt Trap @ Conveyor 16
- Silt Trap @ Conveyor 17 (inside the Station at MTH)
- Conveyor 18 silt trap at stack end
- Cemel Cannal along conveyor 15 at ground level (drainage System)
- Cement and channel silt traps on sides of strategic piles.
- North- and South Silt traps on sides of strategic piles
- Weigh Bridge

CSY Offices

- CSY Control Room
- 11 x CSY offices
- 3x Security Guard Houses
- 1x Washing Area

Ablution Facilities

- 4x Bathrooms
- 4x Change rooms
-

Coal plant inside the station:

- Oversilo Conveyors and Drive Houses
- Reclaim Conveyors and Drive Houses
- Incline conveyors and shuttle cars
- 3-way chute area
- Cross conveyors And Drives
- Bunkerfeed conveyor A and Drives.
- Bunker distribution A, B & C conveyor, and floor area
- Bunker feed conveyor B and Drives.
- Bunker distribution D, E & F conveyor, and floor area
- All coal chutes
- Dredging underneath the coal conveyors

Additional requirements for the service

Coal Plant Cleaning

- All cleaning activities to be done following PSR Regulations.
- Coal plant conveyor belts inspections to be done daily and report any abnormalities.
- Floor cleaning to be done by using sweepers in the plant.
- All coal must be removed from paving and floors before using water for floor washing. Cleaning with water must be minimised as low as possible.
- Request for Scaffolding for all areas that are not accessible through walkways.
- All spillages next to the conveyors, free of metal pieces, paper, plastic or any other debris is loaded onto the adjacent conveyor belts.
- Coal mixed with debris such as metal pieces, paper and plastics must be moved to designated areas – debris to be removed from the coal before it is dumped at the coal stockpiles.
- All heaps of coal spillages must be cleared before end of every shift.
- Care to be taken when washing in the vicinity of electrical motors.
- All clean ups must be done in a controlled manner

Cleaning of Offices and Ablution facilities

- Daily removal of paper bins of paper bins from CSY Offices and control room.
- Refilling of toilet paper, hand sanitisers and hand washing soaps
- Daily sweeping and mopping of office floors
- Cleaning surfaces, handles and doorknobs.
- Spot clean windows, glass and any painted surfaces.
- Dusting and wiping of computer monitor and keyboards

Cleaning of Sumps and Silt traps

- As and when required Removal of Sludge
- Unblocking of drainage systems
- Vacuuming of Sumps and coal build up on Structures and floors

General

- The requirements for the scope execution will be on a 24-hour coverage
- All PPE to be provided by Contractor including chemical resistant/retardant PPE
- Working hours is the Employer's working time, overtime might be required depending on the workload
- All extra travelling requested by the Employer will be on the Employer's account
- Daily time sheet must be kept up to date, reflecting all work performed on a daily basis. The Employers Contractors time sheets to be used
- Attendance of meetings as and when required by The Employer
- The Employer's Safety requirements, safety meeting and regulations to be adhered to.
- All documentation required must be returned with the tender document
- If the Contractor replaces personnel under his control, it must be Approved by the Service Manager
- Contractor to provide plan of how his personnel will be divided to attend training and go on leave
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by Service Manager before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the Service Manager
- When changing personnel, a new access to work form to be completed by the Contractor

- Only required specified approved amount of personnel to be allowed on site, pre-arrange and approved by with Service Manager
- Contractor to provide own transport for all employees to travel to site
- The Employer's Lifesaving rules to be adhered to at all time
- The Employer's safety meetings and regulations to be adhered to
- Contractor shall comply with the Employer's QC Standard's.
- Contractor shall comply with the Employer's (WWM) workweek management system.
- Good housekeeping to be maintained at all time
- All telephone accounts on Contractor account
- All cabins and LV equipment will comply within the Employer's standard's (COC)
- Site conditions will be according to the Employer's and Safety regulations standard'
- Audit on Contractor will be done on a frequent basis
- Contractor to provide own cabins for facilities such as office and workshop space
- Transport to be provided by Contractor and included in cost, the Employers transport procedure to be adhered to at all times
- Safety of personnel and plant is the requirements while on site at all times (Zero harm policy)
- CIDB Certificate must be valid at all times if required
- PPE to be provided by Contractor for Contractor Employees and must comply to the Employer's requirements. eg. Arc flash suits, this includes facial and hand arc flash suit protection, as well as arc flash suit undergarment PPE, acid resistant, fire-retardant PPE
- Contractor shall be required to maintain good housekeeping at all times
- Risk assessments must be completed before each task as per Employer's standard
- Non – performance of employees, including absenteeism concerns, will be monitored – NCR will be issued accordingly

Health and safety, the environment and quality assurance

Health and safety risk management

The Contractor shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract. The requirements for the SHEQ file will be issued by the *Employer's* safety Department

The Contractor shall comply with the Occupational Health and Safety Requirements Act 85 of 1993 as well as per the Employer's procedure as stipulated below:

- SHEQ Policy
- The Employer's Procurement and Supply Chain Management Procedure
- SHE Requirements for the Employer's Commercial Process
- Contractor Health and Safety Requirements
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments
- Live-saving Rules
- Working at Heights
- The Employer's Vehicle Safety Specifications
- Tutuka Contractor SHEQ Specifications RISK SRM – Site Regulations and Procedures

The Contractor ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the Employer's Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the Contractor. The Contractors Health and safety file is to be submitted for approval to the Employers Safety Officer before contract commencement.

The Employer's Safety Risk Manager visits and inspects the Contractor's workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The Service Manager may instruct the Contractor to stop work, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The Service Manager may instruct the Contractor to discipline his employees and to submit a disciplinary action report to the Service Manager. The Contractor implements additional health and safety precautions where necessary

All the Employers health and safety procedures and regulations to be adhered to by the Contractor. A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

- All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract. The requirements for the SHEQ file will be issued by the *Employer's* safety Department.

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHE file.

SHE Plans requirements

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plan, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has the responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- *Contractor's* personnel will be required to work in confined spaces.
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees;

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to *Employer's* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Site Regulations and Procedure

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.
(Any additional site regulations implemented will be applicable)
Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and Contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol).
- Rule 5: Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should the *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid

First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*

All *Contractor* personnel must have First aid and firefighting training

Contractor to provide own Fire extinguishers for site

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 is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

Fire protection

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works Sites" shall be applicable.

Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment

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

Occupational Health and Safety Act 85 of 1993 – SECTION 37

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

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

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

The *Contractor* appoints a person who liaises with the *Employer's Safety Officer*, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's Safety Officer* with copies of minutes of all Health and Safety meetings, whenever required.
- Supply the *Employer's Safety Officer* with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's Safety Officer* of any changes thereto.

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

- Perform safety audits at the *Contractor's* premises, its workplace and its employees.
- refuse any employee, *SubContractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

1.21. Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints

Environmental Management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536.

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

All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

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

Disposal of Waste

Waste shall be removed promptly to the designated deposit areas. No stockpiling will be permitted. Scrap bins will be provided at set points.

There are separate bins for scrap metal and general debris. Cement, bricks and ash needs to be removed separately by the Contractor. Bins need to be used safely. Scrap lagging (in proper bags) must be removed to the approved dumpsite.

Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

The Employer's periodically collects waste from the bins for disposal in the correct manner.

No waste should be burned or buried on site.

Where the Employer and the Contractor have agreed that the Contractor is responsible for the disposal of its waste, the Contractor shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Hazardous Waste

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Hazardous / toxic waste includes all waste which contains elements or compounds listed as hazardous substances in terms of the Hazardous Substances Act No. 15 of 1973.

Any *Contractor* who produces hazardous waste on site will be responsible for the safe removal of such waste to a registered Class 1 site by a waste removal and disposal body.

The *Contractor* must ensure that persons handling hazardous waste have undergone suitable training and are acquainted with cleaning methods in case of a spillage.

The *Contractor* is also responsible for the safe removal of their hazardous waste to Tutuka's Hazardous Waste Site.

In order to ensure effective hazardous waste management, a copy of the *Contractor's* hazardous waste inventory must be supplied to the *Project Manager* at least 2 days prior to the occupation date.

Radiation Protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Handling of waste produced by the Contractor

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

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

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Pest Control

Only approved herbicides with a low environmental risk shall be used for pest control.

- Only registered pest controllers may apply herbicides on a commercial basis.

Waste Conservation

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report/fix leaking taps and pipes to save water.

- Use water sparingly.

Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

Dust suppression measures must be in place to reduce airborne dust.
Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.
Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

1.22. Quality assurance requirements

The Contractor might be subject to audits or reviews by the client to ensure compliance and conformances to the processes established. Supervisor from service provide to ensure all areas identified for cleaning is done accordingly and client to verify that

Any deviations will be corrected to the Employer or client 's satisfaction. The Service Manager has the right to stop the Contractor's work activities which, in the opinion of Service Manager, does not meet the requirements. The Contractor will work according to the Employer's or client standards, specifications, guidelines and procedures and policies

The Contractor shall be required to read and fully understand the context of the Supplier Contract Quality Requirement Specification-QM 58 and all other relevant documented information

Service Provider to submit Cat 4 requirements

1.23. Procurement

People

Minimum requirements of people employed

- All staff required to perform the activities within the works information.
- All *Contractor's* personnel specified in this contract as per 2.3 to be on site at all times, unless on leave for max 1 working days, otherwise replacement of same skill is required
- All relevant personnel names and titles must be specified to the *Service Manager*
- Only Trained and Skilled people that are qualified to perform work are allowed
- Contract Staff are not allowed to work on any other contract.
- All new staff to be appointed in writing.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (e.g., Supervisor for a Supervisor with proof of qualifications certified).
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*.
- Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- All qualifications of personnel to be verified by body of authority such as IME for validity on contract award or before the start of the contract.
- All non-skilled labour must be sourced local to site

BBBEE and preferencing scheme

As per clause Z3 within contract data.

Contractor must comply regarding any Broad Based Black Economic Empowerment (B-BBEE) or applicable referencing scheme measures.

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated to know that person is duly authorised to depose of an affidavit. (**Mark the applicable option**).
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (**No blank spaces to be left**).
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account**. (**Mark the applicable option**).
- Financial year-end as per the **enterprise's registration documents**, which was used to determine the total revenue. (**Financial year-end to be stipulated by day/month/year**).
- B-BBEE Status level. An enterprise can only have one status level. (**Tick applicable level**)
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. (**The affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp**)

- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission an affidavit in which they have an interest.

BBBEE and preferencing scheme

The *Contractor* is expected to maintain or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the Contractor would be expected to rectify that within 2-months of being made aware of negative change.

The *Contractor* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the *Employer*.

Accelerated Shared Growth Initiative – South Africa (SD&L)

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

This Industrial cleaning is a non-designated sector and therefore no local production threshold is applicable to qualify for further evaluation. Tenderers will also be encouraged to utilise local and local to site resources.

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

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

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

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

1.24. Subcontracting

Preferred subcontractors

Sub-Contracting will only be allowed with written permission from the *Service Manager*

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

Only 30% of scope will be allowed and as per SDL&I requirement

Attendance on subcontractors

The Contractor will be liable for the SubContractor and proof to be handed in with assessment

1.25. Plant and Materials

Security

The Contractor is informed of the access procedures through Tutuka Procedure, "Access Control and Protection of Eskom Assets" and should expect that such procedures may change depending on the prevailing security situation

Temporary entrance permits are issued to contractors who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photocopies of Identity documents are also required. This must be arranged with the Project Manager. Lost permits will be paid for by the Contractor to Protective Services at a cost per lost permit. All permits need to be returned to Security or the Project Manager upon completion of the contract. If it is necessary to bring tools and equipment onto site a list of tools is submitted which is verified by security staff prior to tools entering the security area.

Should any Contractor staff be transferred from Tutuka or leave site, the Contractor ensures that personnel leaving site are transported out of the security area and that the permit is returned.

Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to contractors who are on site for less than 3 months. This must be arranged with the Project Manager. Speed limit is 40km/h.

No private vehicles will be allowed on site without a temporary permit.

Arrangements must be made with the Project Manager well in advance to allow sub-contractors and visitors onto site.

To bring cameras and cell phones with cameras on site, permission has to be obtained from the Power Station Manager, using the standard application forms for cameras. This must be arranged with the Project Manager. No firearms, weapons, alcohol and illegal substances are permitted on site.

No "Private Work" is carried out for or on behalf of any Employer Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorised persons are permitted to enter Red Zone areas.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Tutuka will considerably speed up entrance to the power station

No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. No "Private Work" is carried out for or on behalf of any Eskom Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

Only authorised persons are permitted to enter Red Zone areas.

Supply of electricity

Electric power for construction, both 220V AC and 380V 3-phase supply, is supplied at Site free of charge, but connection fees are for the Contractor's account. All installations comply with the details set out in Tutuka Maintenance Procedure - Contractor's Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Tutuka Safety, Health and Environmental Specification for Contractors.

The Employer does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered.

A written request, indicating the Contractor's requirements is submitted to the Project Manager as soon as possible after the Contract Date.

Water

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

A written request, indicating the Contractor's requirements is submitted to the Project Manager as soon as possible after the Contract Date.

Sanitary facilities

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

Skills Development (not a weighted criteria)

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.

Tenderers are encouraged to propose Skills Development initiatives in terms of the Skills required for this project as indicated below:

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

The Contractor's failure to comply with his SD&L obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

Specifications

All plant and materials supplied as part of this contract shall conform to the Specifications as specified in this document under section 3.

The *Contractor* supplies, on acceptance by the *Employer*, a set of equipment's considered essential and as part of the *Works*. This shall include any provision of consumables for the duration of the efficient cleaning contract.

- The *Contractor* is not allowed to use any materials/ consumables/ equipment's for private usage or on any other Sites.
- The *Contractor* must transport material consumables/ equipment's as requested.
- Requests to be in writing the day before the material will be needed.
- Work and QC do be done according to the regulations and procedures of the *Employer*.
- The Contractor will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care, and security of all items whilst in the *Contractors* custody and control, until completion of the whole of the works.
- *Contractor* must be "able, trained and be prepared" with the necessary PPE, equipment, tools, skills and authorised to handle any equipment, tools and materials related to the scope

Correction of defects

Any defects that fall within this period must be notified in writing to the Service Manager, within 24 hours.

- All correction within 90 days on the same plant will be seen as re-work
- All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or unit's shutdowns.
- As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

The Contractor corrects defects whether or not the *Employer* notifies him/her of them.

Contractor's procurement of Plant and Materials

The Contractor procures all equipment's and consumables required for the *Works*.

The *Contractor*:

- (1) Ensures that all the equipment's are inspected. The *Contractor* notifies the *Project Manager* to arrange for the *Employer*'s representatives to inspect the equipment's at the *Contractor*'s premises, before it is transported to the site or at the site of the *Employer*'s premises.
- (2) The *Contractor* submits calibration certificates of all test equipment used for testing of any of the equipment to the *Project Manager*.

Tests and inspections before delivery

N/A

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

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.
- All Plant and Materials are to be provided by the *Contractor*.

Cataloguing requirements by the *Contractor*

- N/A

1.26. Working on the Affected Property

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

All the Contractor's employees are required to attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the Contractor to ensure that all employees have attended the safety induction. The Contractor has to compile his/her safety file for approval from the Employer's safety officer. The safety officer must first approve this file, before the Contractor can attend the safety induction course.

A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that safety induction can be arranged.

Site access control to Tutuka Power Station will be arranged with the Project Manager after successfully completing the safety induction course.

Alcohol testing will be conducted at any time on all employees entering the Power Station premises. No staff that tested positive for alcohol abuse will be allowed on site.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site.

Areas outside the Site are out of bounds to the Contractor's staff.

The following topics are extracted from the official security procedure which is obtainable from the buying office.

Responsibilities

Prior to requiring access to the Site or any of the working areas the Contractor submits applications for all permits to: -

Eskom – Tutuka Power Station
Attention: Protective Services Manager
Private Bag X2016
STANDERTON
2430
Facsimile (017) 749-9104

Permit applications are completed by the *Contractor* and submitted in the format attached to the Site Information. On completion of the works the *Contractor* returns all permits to Protective Services.

On entering Tutuka Power Station the *Contractor* declares any prohibited articles, Equipment, Plant and Materials in his possession.

Searching

The Contractor's employees and Equipment are subject to being searched on entering or leaving the security area of the Power Station. Searching is done on a "spot check" basis. The Contractor ensures that a detailed Equipment and tool list for each person is available on arriving at Site. Failure to comply may result in delays when leaving Site or wanting to remove Equipment and tools.

Photo Permits

Employees of the Contractor are in possession of their photo permits at all times while doing work in the security area of the Power Station.

The Employer replaces lost permits or intentionally damaged permits at a cost of R50,00 per permit and is paid by the Contractor.

Day Visitor Permits

Day visitors are identified by means of an identification document, passport or by an employee of the Employer. They complete the visitors' register after which they may enter the Power Station.

Temporary Permits

Are issued to Contractor employees who require access to the Power Station for a period of 14 days or longer.

Vehicle Permits

Are issued to the Contractor for vehicles requiring access to the Power Station security area for work being done:

The Contractor arranges for vehicle permits as and when required with Tutuka Protective Services. The Contractor informs Tutuka Protective Services two weeks prior to required date of entry to ensure permits are available. The use of private vehicles is discouraged and will only be allowed if pre-arranged with protective services and approved by Project Manager.

Permits are issued for the duration of the contract or for one year, whichever is the shorter and are displayed clearly on the vehicle windscreen. Vehicle permits are handed to the Principal Inspector on departure.

The Contractor adheres to the speed limit as indicated by road signs.

- Lifesaving rules must be adhered at all times.
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and they must obtain gate permits via the Service Manager.
- Unauthorised access to site is prohibited.
- The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the Employer's standard, to be current at all times (Live Document)
- Each person to have an Identification card at all times

Application for Site Establishment:

- The Contractor is entitled to apply for a site on the relevant form as detailed in LBA 00030. This application must be submitted with the tender documents.
- Sites are allocated according to availability, the period for which the Contractor is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application can be submitted.
- The location of the site or area is indicated during the site or area take-over inspection.

Site Establishment:

- The Contractor does not occupy any site or area other than that allocated to him.
- The Contractor does not occupy the site or area prior to the take-over inspection.
- The Contractor maintains the site or area provided to him to the satisfaction of the Employer.
- The Employer subjects the Contractor's site or area to periodic inspection.

Site Evacuation:

- The Contractor advises the Employer in writing, five (5) days in advance of evacuation in accordance. Immediately prior to evacuation the necessary take-over inspection must take place.

Restrictions to access on site, roads, walkways, and barricades

All vehicles must comply with the Road Traffic act.

Vehicle inspections will be conducted on a daily basis and check sheets must be kept at the *Contractor's* offices

People restrictions, hours of work, conduct and records

The *Contractor* is required to adhere to the *Employer's* hours of work. Normal working hours is *Employer's* working hours. Mondays to Thursdays 07:00 – 16:00, Fridays 07:00 – 12:00. The *Employer* operates on a 5-shift cycle (8-hour shifts), but 12 hours shift can be implemented as per the defined scope and must be agreed upon with the Service Manager.

- Overtime on a as and when required basis, but must be approved by the *Service Manager*
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's* Contractors time sheets to be used
- Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)
- The *Contractor* must be available for any plant break downs during after hours, weekends and public holidays.
- The *Contractor* must be on site within 1 hour after been called out.
- All overtime worked must comply with *Employer's* overtime policy
- All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

Health and safety facilities on the Affected Property

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

Incidents/accidents

- (1) Incidents and accidents must be reported and investigated as detailed in Safety, Health and Environmental Requirements for Contractors (document 32-136). All incidents must also be reported to the *Employer* within 24 hours.
- (2) First aid must be available by the *Contractor* or use can be made of the Tutuka medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Tutuka procedures.

Safety and Fire Hazards

The installation in its entirety is to comply with regard to electrical safety and supply interference suppression requirements, with SABS and/or and local authorities' by-laws.

All safety devices are to be tested by the *Contractor* under the simulated or actual fault conditions for which the safety devices are installed to prevent damage to system equipment and/or building. The *Contractor* confirms proper functioning of these safety devices in the form of signed inspection reports.

Satisfactory test results from the National Building Research Institute or test reports from an approved testing laboratory are required, to certify the fire hazard ratings for proposed materials for insulation, covering and vapour sealing.

Fire prevention and protection requirements to which *Contractors* must comply are detailed in Safety, Health and Environmental Requirements for (document 32-136).

In Case of fire:

Contact Control Room at Extension 5744 or 5725 or 5831 or 5581

- Proto team on each shift
- Medical Station and relevant staff on Site.

- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and *Service Manager* must be notified immediately

Inspection of equipment

- (1) The *Contractor's* equipment is inspected by an authorised employee of the *Employer* on arrival at the Site.
- (2) The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- (3) Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment, then it will not be accepted for use on site.
- (4) A list of all lifting equipment and electrical equipment is submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- (5) Training of operators must comply with the *Works Information* and statutory requirements.
- (6) Every piece of workshop equipment and tools, the *Contractor* brings on site must be declared and logged at Protective services, the *Employer* will not issue gate release permits to take *Contractor's* workshop equipment/tools off site.

Documentation

The *Contractor* is responsible for having the following documentation available on site in accordance with Safety, Health and Environmental Requirements for *Contractors* (document 32-136).

- (1) Copies of all site accident report forms as required by the OHS Act.
- (2) Copies of minutes of health and safety meetings held on site.
- (3) Copies of inspection reports produced by the Accident Prevention Officer.

First aid centre

The *Contractor* provides a first aid service to his employees and *SubContractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

IBI Awareness Techniques:

- "To prevent incidents and ensure continuous improvement of Tutuka Power Station business performance in all areas affecting safety, reliability and production, it is expected of all **CONTRACTORS** service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced; This is to ensure familiarisation and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Job observations, Effective communications e.g.3- way, Questioning attitude, Procedural adherence, Hand overs and other related topics.
- A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques; the assigned employee fulfilling the role of IBI representative has to attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the *Contractor/Supplier/Consultant* to attend the IBI Representative Forum One (1) hour every Tuesday (fortnightly).
- IBI Awareness training will be provided by Tutuka Power Station personnel, free of charge, course bookings can be arranged by contacting David Rapatsa on extension 5900".

Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with the environmental management procedures and Environmental legislation of the *Employer*.
- Environmental incidents shall be reported to the *Employer*'s Environmental Department as per incident management requirements.

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

All waste introduced to and/or produced on the *Employer*'s premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

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

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the Environmental Department of the *Employer* within 24 hours.
- Report / fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

- Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

Cooperating with and obtaining acceptance of others

Interface with Others

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

Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

Progress report

A monthly progress report will be submitted during the scope execution by the *Contractor* to the *Service Manager* each month as agreed upon by the *Employer* and the *Contractor*.

Daily feedback to be submitted during to the *Service Manager* as per the requirements stipulated in the Contract.

Completion

Completion certificate must be submitted on completion of each task order.

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

Records of Contractor's Equipment

- *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping.
- *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

- (1) The *Contractor* provides all equipment that is required to complete the *Works*.
- (2) The *Contractor's* equipment does not impair the operation or access to the plant.
- (3) The *Contractor* provides all, or any temporary or expendable materials required for the storage of material.

Any Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Project Manager* has the right to stop the *Contractor's* use of any Equipment, which, in the opinion of *Project Manager* does not conform to the foregoing.

Electrical & Instrumentation equipment and appliances

Any electrical/instrumentation equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor*'s use of any electrical/instrumentation equipment or appliance that in the *Service Manager*'s opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

Equipment provided by the *Employer*

- Mobile overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*
- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract must be used under Supervision

Site services and facilities

Provided by the *Employer*

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer*'s own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor*'s custody and control.

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

The *Contractor* is responsible for pulling a potable water supply within the plant for drinking purposes and supply to safety showers or eyewash stations.

The *Employer* does not guarantee continuity of supply and in such cases; the *Contractor* shall make his own provision for standby supplies to maintain continuity. The variation of pressure in the water supply or breakdown in the supply shall not be considered to be valid for an extension of time or compensation

Compressed air

The *Employer* does not provide compressed air. The *Contractor* is required to make provision for compressed air supply, should the *Contractor* require use of compressed air for the purpose of executing the *Works*.

Roads

All traffic is limited to using existing roads. The *Employer* shall recover any costs from the *Contractor* that is incurred from damage caused to underground services, structures, etc., as a result of the *Contractor* not using the prescribed routes.

Accommodation of the *Contractor*'s employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof. All private telephone calls / Internet usage will on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

Mess facilities

The *Contractor* will be permitted to utilise the messing facilities on site after approval from the ECAS site manager who is available on telephone number (017) 749 5458. The utilisation of the said catering facilities shall be at all times for the *Contractor*'s cost. At the discretion of the *Employer*, this service may be withdrawn at any time.

The utilisation of the said catering facilities shall be in strict accordance with the rules and regulations applicable to the service and all personnel shall adhere to the said rules and regulations applicable. The *Contractor* will be required to obtain meal tickets in advance, at his own cost, failing which access to the catering facilities will be denied.

Costs change from time to time and the latest prices can be obtained from ECAS at Tel (017) 749 5758.

Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide own staff refreshments, Coffee, sugar, milk, tea etc.
- All computers and printer's accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- *Contractor* to provide his own cabins for office space/meeting/dining area.
- All PPE to be provided by *Contractor* at own costs including Arc flash PPE and acid resident/retardant PPE and must be SABS approved.
- Provide SANS approved Safety harnesses as per *Employer*'s Safety Requirements.
- *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.

- Supply a letter undertaking that the *Contractor* does have the correct tools and equipment to perform activities, *Contractor* also to provide a list of tools and equipment that is registered on the company's register to execute contract's scope.
- QCP's and Certified Letters to be provided as a proof of previous similar activities done, with references of previous activities done.
- Provide a full detailed Technical Method Statement with regard to scope of work on how the scope will be executed:
- The Tenderer to provide comprehensive method statement/s detailing all the activities to be performed
- *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- *Contractor* to provide own lead lights
- Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award
- The *Contractor*'s employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- Company tool list of all the equipment to be provided to the *Service Manager*, jackhammer, shovels, brooms, feather dust, wheelbarrow, scrapers, water pipes, ladders, electric equipment.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor*'s Equipment does not impair the operation of the plant or access to the plant.
The *Contractor* will comply with good housekeeping standards whilst working on the *Employers* site.

Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits.
The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services or can be faxed to (017) 612 6312.
The form contains the following information:

- Employee Name.
- Employee ID Number.
- *Employer* Safety Co-ordinators signature.
- *Employer's* Service Manager's signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor*'s Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor*'s visitors and personnel shall conform to the security arrangements in force at the Site at all times.

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

No unauthorized vehicles will be allowed on site. Contract vehicle application should be directed to the *Service Manager*.

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

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicle's registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from the *Service Manager*, which may change depending on the prevailing security situation.

Control Air and Water Connecting Pipework

The *Contractor* provides at his own expense, all connection fittings and pipe work to lead control air / water from the point of supply to the various points where it is required, maintain same and remove on completion (where applicable). Fittings to the water supply must be compatible with the *Employer's* fittings so that galvanic corrosion of pipe work is prevented

Standby personnel

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

Temporary cabling

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply

Control of noise, dust, water and waste

The *Contractor* shall guarantee the maximum sound power level (in watts) of each item of plant likely to create a noise level (sound pressure level) of 85 dB (A) according to SANS 10083, at a distance of 3 m from any such item in its permanent location site. This guarantee applies to normal site operating conditions (all in situ plant running) with the item fitted with standard silencing equipment. For items of the works that operate periodically, the guarantee applies to the time when they are operating.

For this purpose, the *Contractor* acquaints himself with the particulars of the acoustic environment, e.g., size of area, type of enclosure, locality, etc. Should the anticipated noise level as specified above exceed 85 dB (A), the *Contractor* includes in his offer, as a separate item, any acoustic treatment (e.g., cladding, silencers, screens) necessary to reduce noise levels to below 85 dB (A).

Should, in the opinion of the *Project Manager*, any item of the works exhibits an excessive noise level, as per the specification above, the *Contractor* shall carry out tests using a test authority approved by the *Project Manager* to determine whether the works item conforms to the specification.

- All necessary and relevant PPE must be used at all times when entering or working on plant and in workshop.
- Work Permit Risk Assessment forms must be completed before commencing with any task.
- All relevant procedures to be used at all times.

Hook ups to existing works

5.10.1 Constraints on how the *Contractor* provides the service

- The *Employer* reserves the right to have any of the *Contractor*'s personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor*'s personnel being in contravention with the OHS Act or any of the *Employer*'s rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- All known services will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- The *Employer*'s Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- The *Contractor* shall provide all necessary discipline Artisans' tools.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- Site access shall be granted by Eskom Holdings Tutuka Power Station protective services as request via or by the *Service Manager*.
- Work in the plant will only be done with a permit to work and hot work permit in place as per the Plant Safety Regulations. Any contraventions will be strictly dealt with.
- After each working shift unused electrode shall be accounted for by the Supervisor and returned to the storage area
- All electrical equipment used by the *Contractor* shall be Identifiable by a unique number, serviced and inspected and proper record shall be kept.
- No employees will be transported on an open vehicle. The vehicles must comply with the *Employer*'s minimum requirements

Tests and inspections

Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points

Materials facilities and samples for tests and inspections

- QC check sheets

List of drawings

Drawings issued by the *Employer*

- All relevant drawings can be obtained from the *Service Manager* or the *Employer*'s Supervisor.

APPENDIX

Annexure A X17 - Low Service Level Table

X17 LOW SERVICE DAMAGES				
ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Workmanship	Rework	Poor quality	Cost, first offence	1% of the assessment value per day of task
Workmanship	Daily work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Poor quality and incompetence	Cost, after two incidents in a month	0,5% of monthly fixed price (For third incidents per month)
Time management (Late arrival to work /reporting late for duty)	When arriving after work start time, without valid excuse	30 Minutes after	Cost, first offence	1% of the assessment value per 30 minutes late
Time Management (Late arrival to work /reporting late for duty)	When arriving after work start time, without valid excuse	1 hour after	Cost, first offence	2% of the assessment value per hour late
Time Management (Leaving site before knocking off time)	Leaving site before knocking off without permission from Service Manager in writing	Per individual per incident	Cost, first offence	1% of monthly fixed cost per relevant Individual rates
SHEQ violation	Violations from the same individual	Compliance to SHEQ ignorance	Disciplinary and contract termination	First offence Disciplinary action; Second offense within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by the Contractor).

Annexure B – Risks Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Incorrect tools for the job	Being knowledgeable	<i>Contractor</i> to supply correct tools for the job, <i>Contractor</i> to understand the scope and the tools required
Unavailability of personnel to perform tasks	Leave, sick leave	Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i>
Poor Quality of workmanship	Failure of equipment	Eskom to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work.
Contact with Electricity: Low and High Voltage	Electrocution	Be safety alert and be cautious of safety risk and hazards around the work area. Toolbox talks and Risk Assessment to be shared daily before any task can commence
Travel long distance to work	Delayed response time	Time management to be always implemented, where possible employees to reside close to site
Unavailability of Radios	No proper communication	Radios to be always available to communicate Safety and Risks

Annexure C – Key Performance Indicators for Ash Plant Cleaning at Tutuka Power Station

	KPA	Objective	Weight	Base	Target	Ceiling	YTD		YE	
							A	S	A	S
1	Repair Times on Priority 1									
1	Priority 2				24 hours					
					72 hours					
					Completed within 5 weeks					
2	Emergency response time									
					30mins					
3	Scheduled Compliance				98%					
4	PM Compliance				100%					
5	Statutory work				No violation					
6	Priority 1 work order not closed within 24 hrs				Less than 1 outstanding					
7	Priority 2 work order not closed within 24hours				Less than 2 outstanding					
8	Safety Defect				To be attended within 24hrs					
9	Daily plan				No deviations					
10	Housekeeping				Maintain good housekeeping practice					