



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Cleaning Services at Ingula Power  
Station for 5 years.**

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<b>Contents:</b>	<b>No of pages</b>
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<b>Part C3 Scope of Work</b>	<b>[•]</b>

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**CONTRACT No. [Insert at award stage]**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
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# C1.1 Form of Offer & Acceptance

## Offer

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

### **Provision of Cleaning Services at Ingula Power Station for 5 years.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	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:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):  Address	<b>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</b>  <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):  Address  Tel  e-mail	<b>Nompumelelo Ndlovu</b>  <b>15 Pasita Street                  Rosen Park                  Cape Town                  7550</b>
11.2(2)	The Affected Property is	<b>Ingula Power Station</b>
11.2(13)	The <i>service</i> is	<b>Provision of cleaning services at Ingula Power Station for 5 years.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Adverse weather conditions Community unrest</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

**Safety incident or near miss during service**

11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> <li>• <b>Immediately for health and safety matters</b></li> <li>• <b>3 working days</b></li> </ul>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>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</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 (Two) weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>To be confirmed</b>
30.1	The <i>service period</i> is	<b>5 years</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 1<sup>st</sup> to the 7<sup>th</sup> day of each successive month. Completion of task order for ad-hoc service</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks from when the Contractor provides the Employer with an invoice in accordance with the law of the contract and the Employer's requirements stated in the Z Clauses and/or Services Information, reflecting the amount due for payment equal to that certified, accepted, or corrected by the Employer Service Manager, or decided by the Adjudicator or awarded by the tribunal, as applicable. 30 days on receipt of a valid tax invoice</b>
51.4	The <i>interest rate</i> is	<p><b>dependant on the required currency of the payment.</b></p> <p><b>For South African Rand (ZAR), it is the publicly quoted South African Rand Overnight Index Average (ZARONIA) rate published by the South African Reserve Bank</b></p>
<b>6</b>	<b>Compensation events</b>	<b>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</b>

		this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. None
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	12 weeks.
11	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration or nominating body.
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	Kwazulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	<b>Data for secondary Option clauses</b>	
X1	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	One month before tender closure. Rates are fixed and firm for the first 12 months.

	<p>The proportions used to calculate the Price Adjustment Factor are:</p>	<table border="1"> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td colspan="3"><hr/></td> </tr> <tr> <td></td> <td>1.00</td> <td></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.15	non-adjustable		<hr/>				1.00	
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	<p>CPA frequency:</p>	<p>CPA frequency: Semi-annual (6 months)</p>																											
X2	<p><b>Changes in the law</b></p>	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>																											
X17	<p><b>Low service damages</b></p>																												
X17.1	<p>The <i>service level table</i></p> <table border="1"> <thead> <tr> <th>Low service description</th> <th>Damages</th> </tr> </thead> <tbody> <tr> <td>Supervisor without the required qualifications</td> <td>Deduction of R2000.00 per month</td> </tr> <tr> <td>Safety Officer without the required qualification</td> <td>Deduction of R2000.00 per month</td> </tr> <tr> <td>Short supply of equipment and material</td> <td>Deduction of R200.00 per item</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Low service description	Damages	Supervisor without the required qualifications	Deduction of R2000.00 per month	Safety Officer without the required qualification	Deduction of R2000.00 per month	Short supply of equipment and material	Deduction of R200.00 per item																				
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X18	<p><b>Limitation of liability</b></p>																												
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p><b>R0.0 (zero Rand)</b></p>																											
X18.2	<p>For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to</p>	<p><b>the amount of the deductibles relevant to the event</b></p>																											
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p>	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date</li> </ul>																											

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>and</p> <ul style="list-style-type: none"> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul> <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months End of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>3 working days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**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 “Main *Contractor*” for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with 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 all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his appointed contractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
  - 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 appointed contractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
- Z6.2 Personal Protective Equipment (PPE) Compliance:
- Compliance with PPE requirements is compulsory and non-negotiable across all operational areas. Non-compliance will result in immediate and strict consequence management as stipulated in the memorandum referenced in Annexure B of the OHS Requirements.

**Z7 Provision of a Tax Invoice, payment and interest**

- Z7.1 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, (Act 89 of 1991 (as amended)) and to include the *Employer’s* VAT number 4740101508 on each invoice submitted for payment.
- Z7.2 Within one week of receiving a payment certificate from the *Service Manager* or the *Employer’s* acceptance or correction of the *Contractor’s* assessment or application for payment, the *Contractor* provides the *Employer* with a tax invoice in the form required by the *law of the contract*, and this contract, including in accordance with any requirements and procedures stated in the Service Information, and showing the amount due for payment equal to that stated in the payment certificate, or that accepted or corrected assessment or application for payment.
- Z7.3 If the *Contractor* does not provide a tax invoice in the form to be legally compliant, reflecting the certified, accepted or corrected amount and by the time required by this contract, the time by when the *Employer* is to make a payment, and the date from which interest is assessed for the certified, accepted or corrected amount, is extended by a period equal in time to the delayed submission of the legally compliant tax invoice.
- Z7.4 The *Contractor’s* provision of a tax invoice reflecting the certified, accepted or corrected amount does not affect the Parties’ rights in terms of this contract, including with respect to disputed amounts.
- Z7.5 The *Contractor* at all times complies with *Employer’s* Vendor Management System requirements to ensure invoices are processed and paid timeously. It is the *Contractor’s* responsibility to ensure that the *Employer* is informed of any changes in its organisation that would affect its vendor status, and to ensure that the necessary actions and due diligences are taken to ensure compliance with the *Employer’s* Vendor Management System. The *Employer*

will not be liable for a delay in payment of invoices as a result of the *Contractor's* non-compliant status on the *Employer's* Vendor Management System and no interest will be claimable in this instance.

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**Z8 Notifying compensation events**

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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.

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**Z9 *Employer's* limitation of liability**

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

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

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

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

**Z11 Ethics**

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

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

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

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance**

**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**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.

Contractor) arising from or in connection with the Contractor's Providing the Service	
Liability for death of or bodily injury to employees of the Contractor 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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 Intellectual Property – Eskom owning Intellectual Property**

**“Intellectual Property”** means (a) patents, trade marks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

**“Background** means any and all Intellectual Property rights that are not Foreground Intellectual Property,

**d Intellectual Property"** and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the *services* but required for the purposes of the *services*.

**"Foreground Intellectual Property"** means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *services* and rights which are developed substantially as a result of the *services*. Any *services* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property.

**Z13.1** The *Contractor* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Contractor* as part of the *services* in information or material it uses in carrying out the *services*.

**Z13.2** All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for the purposes of and in support of the execution of the *services* (*Employer's* IP) vest with the *Employer*.

**Z13.3** Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property, the copyright therein shall be owned by the *Employer*.

**Z13.4** The *Contractor* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the *services* vests in the *Employer* and that the *Contractor* has no claim of any nature in and to the Foreground Intellectual Property.

**Z13.5** The *Contractor* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.

**Z13.6** The *Contractor* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the *[completion date]*.

**Z13.7** The *Contractor* procures that each Sub-*Contractor* executes all and any *services*], and takes all and any other actions as may be required, in order to give effect to this Agreement.

**Z13.8** The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the *services* . The *Contractor* does not, without the written consent, of the *Employer*, copy, use or issue to a third party any of the *Employer's* Background Intellectual Property documents and requirements except for the purposes of executing the *services*.

**Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Employer's* Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*, or the Background Intellectual Property, in respect of the *Contractor* .

**Z13.10 Third Party Claims:**

**Z13.10.1** In the event of any claims being made or actions brought against the *Employer*, on the ground that the *Contractor* infringed any patent, trade mark or copyright, the *Contractor* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses.

**Z13.10.2** Save where the *Contractor* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does

not make any admission which might be prejudicial to the *Contractor's* position. The *Employer*, at the request and the cost of the *Contractor* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.

- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Contractor*, at its own expense and in consultation with the *Employer*, either:
- procures for *Employer* the right to continue to use the affected item or design, or
  - replaces the said affected item or design with a non-infringing item, or
  - provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.
- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement.
- Z13.10.5** Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Contractor* as set out in the third party intellectual property infringement clause, the *Employer* has the same rights and obligations as the *Contractor*, mutatis mutandis, as regards such alleged infringement.
- Z13.10.6** The *Contractor* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third party intellectual property rights.

## **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 OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

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

**Notes to a tendering contractor:**

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

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

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

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Responsibilities:

Qualifications:

Experience:

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

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

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• 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.</li></ul>
		(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

### PART 1: Preliminary and General

Item nr	Description	Unit	Expected Quantity	Rate/Year	Total Price for 60 months
1.	Site Establishment	Once off	1		
2.	Site De-establishment	Once off	1		
3.	Submission of Health and Safety File and annual updating	Yearly	5		
4.	SHE training requirements	Yearly	5		
5.	Provision of PPE annually	Yearly	5		
6.	Annual Medicals and police clearance for employees	Yearly	5		

### PART 2: Operational Costs

Item nr	Description	Unit	Expected Quantity	Rate/Month	Total Price 60 Months
1.	<b>Cleaning Supplies/Consumables</b>				
	Double ply toilet paper	Per month	1000 rolls		
	Dishwashing liquid 750ml	Per month	80		
	Air freshener aerosol 300ml	Per month	90		
	Bleach 750ml	Per month	60		
	Toilet cleaner 750ml	Per month	60		
	All-purpose cleaner 750ml	Per month	60		
	Refuse bags clear (20 in a pack)	Per month	50 packs		
	Pmats	Per month	60		
	Hand towel rolls	Per month	60 rolls		

	Window and glass cleaner 300ml	Per month	30		
	Urinal blocks 5kg	Per month	4		
	Pine disinfectant gel 5L	Per month	30		
	Scourer Sponge (pack of 4)	Per month	20 packs		
	Plastic bin liners (Small)	Per month	400		
	Hand soap 5L	Per month	10		
1.1.	Management and administration expenses including travelling for monthly meetings, VFL, and preparation of assessments.	Per/month	60		
2.	<b>Equipment</b>				
2.1.	Supply of equipment required for cleaning services	Yearly	5		

**PART 3: Labour**

Item nr	Description	Unit	Rate	Monthly	60 months/5 years
1.	2 x Site Supervisors	Per hour			
2.	20 x General Cleaners	Per hour			
3.	1 x Safety Officer	Per hour			
3.	<b>Transport</b>				
	<b>Normal daily traveling, of site staff, material &amp; waste movement.</b>				
3.1.	Double Cab (Diesel vehicle)	Km/round trip per day			
3.2.	Mini Bus 22 Seater (Diesel vehicle)	Km/round trip per day			

**PART 4: Task Order Items**

Item nr	Description	Unit	Rate
1.	Additional Cleaning Services as and when required (standard hours – overtime rate) Labour Relations Act will apply		
	<b>Overtime rates on (Saturday)</b>		
	Site Supervisors	Per Hour	
	General Cleaners	Per Hour	
	Safety Officer	Per Hour	
	<b>Overtime rates on (Sunday/Public Holidays)</b>		
	Site Supervisors	Per Hour	
	General Cleaners	Per Hour	
	Safety Officer	Per Hour	
2.	Additional transportation of staff during weekends and holidays	R/km	

The total of the Prices

## PART 3: SCOPE OF WORK

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

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## 1. Description of the service

### 1.1. Executive overview

Provision of routine and non-routine cleaning services at Ingula Power Station for a period of five (5) years.

Routine cleaning involves cleaning of the identified areas (Monday – Friday) during normal working hours.

Non-routine cleaning involves cleaning of the new identified areas, after hours, weekends and public holidays.

### 1.2. Employer’s requirements for the service

The *Contractor* provides labour, supervision, industrial equipment, material, consumables, transport, accommodation, personal protective equipment and offices necessary to carry out the service.

#### 1.2.1. Routine Cleaning Service:

Item	AREA OF WORK - SURFACE	DAILY	WEEKLY	MONTHLY
a)	All Surface Buildings Office Blocks, Visitors centre, GCD and Security Buildings	Clean	Vacuum carpeted areas.	Clean windows every 6 months.
	Kitchens	Clean & service twice a day. Replanish cleaning detegents.	Clean out stove, fridge, Cupboards	Complete clean out as & when required
	Toilets	Clean & service twice a day. Replanish toilet paper and hand wash detergent.		
	Meeting Rooms	Clean	When not in use clean out to ensure no dust build-up.	Dust windows, Ceilings, behind doors, corners etc.
	Entrance & Stairways	Clean	Twice a week	Remove waste
b)	Lifts & Landings	Clean & wash floors	Twice a week	
c)	Parking, paved areas and parts of lower site access roads: Dirt collection Area, Entrance Ways & Paved Areas including store- rooms	Clean Remove refuse	Daily	Remove waste

d)	Security Building Area	Clean	Vacuum carpeted areas.	
e)	Waste Handling Facility	Open up and place/ allow other to place waste in correct areas/bins allocated for different waste streams. Clean office & remove refuse. Collect sort misplaced waste and windblown papers from within the yard to correct bins	As and when required.  Notify <i>Service Manager</i> when bins / storage requires removal of waste by Others	
f)	Windows and Walls			Every six months

All the above areas:empty bins, replenish refuse bags and move refuse to allocated areas. Cleaning includes sweeping, dusting, mopping and vacuuming where applicable. Deviations must be reported to the *Service Manager*.

	AREA OF WORK - UNDERGROUND	DAILY	WEEKLY	MONTHLY
a)	Underground Control Building	Clean		
	Windows of control room		Clean as and when required	
	Kitchens	Clean & service twice a day. Replenish cleaning detagents.	Clean out stove, fridge, Cupboards.	Complete clean out as & when required.
	Toilets	Clean & service twice a day. Replenish toilet paper and hand wash detagents.		
	Stairways	Clean	Twice a week	
b)	MAT Parking	Remove loose waste.	Clean loose waste Remove refuse	
c)	Operating Floor	Clean loose waste	Sweep, scrub floors and avoid dust build up.	Remove stains on floors

d)	Generator Floor	Clean loose waste	Sweep, scrub floors and clean-up waters spills	Remove stains on floors
e)	Turbine including link tunnel between units 1 / 2 & 3 / 4	Clean loose waste	Sweep and scrub floors and. Cleanup water spills	Remove stains on floors
f)	Transformer Hall	Clean loose waste required	Sweep and scrub floors	Remove stains on floors
g)	GIS Floor		Clean loose waste	Sweep and remove dust and waste
h)	Workshop Offices	Clean loose waste	Sweep and remove dust and waste	Remove stains on the floor
i)	Mezzanine floor stores	As and when is required		Sweep and remove dust and waste
j)	SCAT & Draft Tube Areas	As and when is required	Sweeping the floor	Clean loose waste
k)	MDG & Stairways	Clean	Clean loose waste	Sweep and remove dust and waste

All the above areas: empty bins, replenish refuse bags and move refuse to allocated areas. Cleaning includes sweeping, dusting, mopping.

### 1.2.2. Surface Buildings to be Cleaned (All Areas are in square meters (m<sup>2</sup> )

#### 1.2.2.1. Administration Building

Ground Floor	818
First Floor	718
Basement	380
South Parking	370
North Parking	787
Security Building Area	120
<b>Total Area</b>	<b>3193</b>

#### 1.2.2.2. Visitors Centre

R02 (Entrance Hall)	97
R03 (Display Hall)	97
R04 (Auditorium)	97
R05 (Exhibition Room 1)	46
R06 (Cinema Room)	28

R07 (Exhibition Room 2)	46
R08 (Gathering Place, (Kitchen and Ablutions)	97
ROI (Offices, Boardroom & Ablutions)	145
Links	100
Parking	880
<b>Total Area</b>	<b>1633</b>

**1.2.2.3. Precinct Construction Areas to be cleaned**

GCD	350
Clinic	100
Training Centre	200
Outage wing	200
<b>Total Area</b>	<b>850</b>

**1.2.2.4. Waste Handling Facilities, office**

Office & ablution facility	30
Waste handling floor area	300
<b>Total Area</b>	<b>330</b>

**1.2.2.5. Security Building (MAT)**

Security Building	144
<b>Total Area</b>	<b>144</b>

**1.2.2.6. Underground Areas**

**Underground offices, kitchens and ablutions**

Control room block	150		
Operating floor area	200		
Maintenance Offices	C&I	MMD	EMD
	81	81	81
<b>Total Area</b>	<b>593</b>		

<b>Operating Floor</b>	<b>SQR METERS</b>
------------------------	-------------------

Operating Floor	4555
Generator Floor & Stairways	180
Turbine Floor Stairways	180
All stairways including down to Main Drain Galleries	600
<b>Transformer Hall</b>	
Operating Floor	1606
All stairways included	1200
<b>Total Area</b>	<b>8321</b>

**1.2.2.7. Additional Requirements and Cleaning Methods**

**Cleaning Methods**

The specific methods to be employed by the *Contractor* for cleaning certain areas and surfaces are listed below, but a risk assessment and method statement to be done and approved before starting work as indicated below:

**Tiles**

Sweep clean of all dust — scrub with approved liquid detergent solution — wash down thoroughly with clean water — remove all excessive water from surface with clean cloth. An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

**N.B. — Avoid unsafe cleaning agents that will eat away the concrete grouting surrounding the tiles.**

**White or Coloured Rubbed Granite**

Sweep clean of all dust, scrub with an approved liquid detergent solution, wash down thoroughly with clean water, and remove all excessive water with a clean cloth.

**N.B. — Avoid the use of metal brushes or wire wool.**

**Quarry Tiles**

Sweep and clean of all dust — scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow drying out and when thoroughly dried buff to a brilliant finish, preferably with a suitable polishing machine. Do not use pigmented polishes without prior consent from the *Service Manager*.

**Painted surface (Oil)**

**Flat finish:** Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.

**High gloss finishes:** As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high-quality paste wax can be applied and buffed to the required finishes.

**Stainless Steel (Passenger Lifts)**

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. Frequent careful washing with soap and water or an approved detergent solution will maintain appearance indefinitely. Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

## Carpet Shampooing/Dry Cleansing

Rotary Brush Method — Dry vacuum the area first, then shampoo carpeting with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer's instructions for operating the rotary machine. Use a wet vacuum immediately to remove excessive water and slurry. After shampooing brush, the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

### Routine Requirements

- Supervision of staff
- Accompany hygiene & pest control services personnel.

### Ad hoc Requirements

- Additional cleaning on an ad-hoc basis as and when required
- Extra cleaning during events/functions.

### 1.3. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CAT	Cable Access Tunnel
GIS	Gas Insulated Switchgear
HV	High Voltage
VFL	Visible Felt Leadership
MAT	Main Access Tunnel
MDG	Main Drainage Gallery
MIV	Main Inlet Valve
SCAT	Surge Chamber Access Tunnel
SFC	Static Variable Frequency Converter
SHE	Safety, health and Environment
RP	Responsible Person

## 2. Management strategy and start up.

### 2.1. 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:
Kick-off Meeting	Once-off	Ingula Power Station /MS Teams	<i>Employer, Contractor, Service Manager and Others as deemed necessary</i>

Progress	Quarterly	MS Teams / Ingula Power Station	<i>Employer, Contractor, Service Manager and Others as deemed necessary</i>
Risk Reduction	Adhoc	MS Teams / Ingula Power Staton	<i>Employer, Contractor, Service Manager and Others as deemed necessary</i>
At the risk reduction meetings items as prescribed in TSC Clause 16.2 and 16.3 are discussed. The Risk Register is updated by <i>Service Manager</i> and distributed within five days of the meeting.			
Meetings of a specialist nature	Adhoc	Ingula Power Station/MS Teams	<i>Employer, Contractor, Service Manager and Others as deemed necessary</i>

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

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

## 2.2. Contractor's management, supervision and key people

The *Contractor* provides an organogram indicating the hierarchy of dedicated and appointed project personnel with their lines of authority / communication. The organogram includes contact details and emergency response (24-hour) information. Changes in the structure must be communicated to the *Service Manager* immediately of it coming into effect. *Contractor's* 16.2 to conduct VFL once a month and engage with employees on safety issues on site.

The *Contractor* shall employ personnel who are careful, competent, and efficient in their respective trades and professions to ensure the achievement of safety excellence and the highest quality standards. The *Employer* reserves the right to object to, and request the removal of, any person employed by the *Contractor* for the provision of the Services whom, in the opinion of the *Service Manager*, is incompetent, engages in misconduct, or is negligent in the proper performance of his or her duties. Any such person shall not be re-assigned to the Services without the prior written approval of the *Service Manager*.

## 2.3. Documentation control

All documentation requires a unique, sequential number and all deviations contained therein clearly described. Contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.

The *Service Manager* or the Delegated Person shall in all instances be the point of communication (addressee) and no direct communication between persons involved in the contract shall be allowed. Such communication shall be disregarded

### 2.3.1. General

Each instruction, certificate, submission, proposal, record, acceptance, notification and reply is communicated in a form which can be read, copied and recorded and in the language of the Contract, within the period for reply or any other period agreed between the parties prior to its due date. Any such communiqué must bear the signature of the author; emails therefore do not conform except when used as a transmittal medium.

### 2.3.2. Minimum requirements

All documents shall be in simple and clear English; and always reference to applicable NEC TSC3 clause under (or as a result of) which it is communicated.

### 2.3.3. Use of standard forms

The *Service Manager* and the *Contractor* will use the standard NEC3 TSC.

### 2.3.4. Communication

All Communication is addressed to the *Service Manager* as applicable to the TSC. All communication makes reference to:

- The Contract Number that is issued by the *Employer* (normally a 46000.....)
- The Contract title.
- Any previous reference relating to the specific communicate
- The Specific TSC clause under which the communication is issued;
- Whether a reply is required and
- A unique letter reference number.

The unique reference number to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows: From the *Service Manager* to the *Contractor*: 46000 .. ... E/C 0xxx; and from the *Contractor* to the *Service Manager* 46000 C/E 0xxx referring to the Contract number and the next sequential letter (channel) number

## 2.4. Invoicing and payment

All Invoices submitted for payment shall make reference to the pricing schedule's alpha-numeric order and description (may be shortened).

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

- a) The *Services Manager* to be copied in on all electronic invoices emailed.
- b) Failure to submit the invoice to the correct address could result in delays in payment.
- c) The *Contractor*'s Tax Invoices comply with the requirements as stated in clause Z7 of the Contract Data.
- d) Invoices are submitted electronically to:
  - Local Eskom Invoices - [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za) .
- e) Details required when submitting invoices and additional data:
  - The subject line on your email should only contain your vendor number
  - Each invoice in PDF should be named with your invoice number only
  - All electronic invoices are be sent in PDF format only
  - Attach the proof of delivery to your invoice
  - Where applicable, supporting documents are be attached to the scanned PDF invoice as one attachment
  - A copy of the signed assessment certificate
  - Any other appropriate documents,
  - Other requirements:
    - Ensure compliance with the tax requirements for submitting invoices electronically
    - Each PDF should contain one credit note, one debit note or one credit note only. More than one invoice can be submitted per email

- Any CPA applicable are be invoiced separately, so that if there are issues on the CPA, the rest of the invoices can be paid while the CPA issues are resolved
- f) Include the following information on the Invoice:
- 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;
  - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
  - *Contractor's* company registration number if applicable
  - *Contractor's* banking details
  - Name and address of recipient
  - Tax invoice number and date of issue,
  - Description of goods/service provided,
  - Quantity or volume of goods/services
  - Period time for which the Tax Invoice is being rendered,
  - Relevant Task Order Number (commencing with a 45 prefix),
  - Relevant line item number,
  - Statement whether value added tax is included or excluded.

## 2.5. Contract change management

The use of Standard forms is encouraged and is obtainable from the *Service Manager* for instances like compensation events Contract change management is managed in accordance with clause 6 of the core clauses in TSC3.

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

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Contractor* and shall indicate the resource utilised, location, duration, and times, associated expenses incurred, and a summary of the services rendered which shall be cross-referenced to deliverables rendered. The *Service Manager* shall review all time sheets.

Records to be kept and separated in the following categories:

- SHE related
- Labour costs
- Transport
- Materials
- Equipment

The *Contractor* maintains records of all documentation and shall be provided to the *Service Manager* in electronic format and hard copy.

## 2.7. Insurance provided by the *Employer*

As per Clause Z12.

Queries regarding insurance claims and/or procedures can be addressed with the *Service Manager*

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

### 2.8.1. Equipment

None

## 2.8.2. Information and other things

At the end of the service period or earlier termination of this contract, the *Contractor* shall make available to the *Employer* all records and information relating to the service carried out under this contract at no extra cost to the *Employer* excluding the *Contractors* intellectual property.

## 2.9. Management of work done by Task Order

- a) Non routine work will be managed through Task Order.
- b) The process for placing a Task Order is:
  - i. A Task Order Request is issued by the *Service Manager* to the *Contractor*.
  - ii. The *Contractor* prepares and submits a Task Order quote to the *Service Manager*.
  - iii. The *Service Manager* assesses the Task Order quote for acceptability and conduct clarification with the *Contractor* if required.
  - iv. The *Service Manager* accepts the Task Order quote by issuing the Task Order and PO to the *Contractor*.

## 3. Health and safety, the environment and quality assurance

### 3.1. Health and safety risk management

- 3.1.1. The *Contractor* shall comply with the health and safety requirements contained in OHS Requirements and the approved safety file by the *Employer*. The *Employer* reserves the right to review the OHS Requirements to address the Operational risks and the *Contractor* shall comply with the latest OHS Requirements as amended at no cost for the duration of the contract at Ingula Pumped Storage Scheme.
- 3.1.2. The section 37(2) agreement as stipulated under the OHS Act no 85 of 1993 must be signed by *Contractor* and *Employer* representatives.
- 3.1.3. The *Contractor* OHS professional must conduct internal audits at planned intervals (for the duration of the contract at Ingula Pumped Storage Scheme) to monitor compliance to the contractual health and safety requirements.
- 3.1.4. The *Service Manager* conducts inspections at planned intervals (for the duration of the contract at Ingula Pumped Storage Scheme) to monitor compliance to the contractual health and safety and legal requirements.
- 3.1.5. The *Contractor* may be selected during internal and/or external Ingula Pumped Storage Scheme audits to verify compliance to legal and contractual OHS requirements. The *Service Manager* will communicate this at relevant time periods and the contractor shall avail themselves for this audit.
- 3.1.6. In addition to the requirements of the applicable laws governing the occupational health and safety, Ingula Pumped Storage Scheme OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.

The minimum requirements for the *Contractor* to gain access to Ingula Pumped Storage Scheme include the but not limited to:

- Valid Medical fitness certificate
- Police clearance from SAPS or accredited supplier/service provider linked to SAPS AFIS system not older than thirty (30) days.
- Identification document (RSA ID or equivalent)
- National Drivers Licence (applicable to drivers)
- Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

- Applicable risk-based PPE.
- Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing not be valid.
- The *Contractor* who is working alone and not eligible to register with the compensation fund, shall provide the *Employer* with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by *Employer*.

**3.2. Contractor Management Key Performance Indicators (KPI’s)**

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS requirements and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Develop and comply to Behavioral Safety Observation (BSO) and Planned Job Observation programmes (PJO).
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
8. All incident investigations shall be completed within 07 working days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the Eskom procedure or audit report recommended time frames.
11. Close Non-conformance as per the recommended time frames.

Note: Monitoring of the above mentioned KPI’s will take place through regular audits and inspection.

**3.3. Contract completion and sign off**

On completion of the project/contract, the *Employer*, *Service Manager* and Others (those who have been involved in the project or as deemed relevant by the *Service Manager*) together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the *Service Manager* shall ensure that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective area and ensure good housekeeping where the *Contractor* was working.
- c. *Contractor* shall submit safety statistics and a safety file to Eskom Safety Department for closeout and filling.
- d. Completion of a closeout report (Annexure D form as per 32-726) & Generation OHS Post Contract Review (form) to close the contractual work.

**3.4. Environmental constraints and management**

The *Contractor’s* rates tendered shall cover all costs that will be incurred to comply with all requirements of the environmental requirements. Special attention is drawn inter alia to the following aspects:

- The *Contractor’s* attention is drawn to the fact that the Power Station is situated in a highly sensitive environmental area and that any incident that may result in an environmental impact must be

brought to the attention of the *Service Manager* as soon as it is possible. The site is managed in accordance with an ISO 14001 certified management system, and the contractor will be expected to manage all processes in line with environmentally sound principles.

- The *Contractor*, in and about the execution of the service, complies with all applicable national, provincial and Municipal environmental legislation and by laws.
- Comply with all environmental legislation of South Africa, including but not limited to:  
National Environmental Management Act 107 of 1998  
National Environmental Management Waste Act 59 of 2008  
National Water Act 36 of 1998  
Eskom Waste Standard latest revision  
Waste Management: Norms and standards: Act 59 of 2008 latest revision
- The *Contractor* shall comply to all National and Local legislation requirements as well as the *Employer's* procedures and policy. Eskom's goal is to ensure zero harm to the environment, and to ensure that any possible impact is mitigated or managed. The Duty of Care and implementation of best practice is critical during operations, and full communication on environmental issues is required at all times.
- Site/laydown demarcation: The *Contractor* shall demarcate his camp site, be restricted to that specific area and take full responsibility to restore the area to its original condition before the contract commenced.
- Waste management: The *Contractor* shall dispose of all waste off-site at a licensed waste disposal facility and submit proof to the *Employer*. The method statement on waste management will need to include the identification of possible waste streams, temporary storage and disposal options for each waste type, and contingency plans in the case of any environmental incident. A Safety Data Sheet must be supplied for all chemical or hazardous / potentially hazardous material brought onto site."
- Sanitation: The *Contractor* shall provide an appropriate enclosed temporary sanitation facility
- Dust control: The *Contractor* shall be responsible to apply effective dust control measures.
- Fire prevention: It shall be the responsibility of the *Contractor* to prevent fires at all times during the contract.
- The *Contractor* shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. Nothing specified herein shall relieve the *Contractor* of any obligations or responsibilities in this regard.
- The *Contractor* shall implement an Environmental Policy and plan, in line with relevant various compliance obligations, statutory regulations, including all national, provincial and municipal legislation/regulations.
- Method statements which include environmental protection shall be submitted to the *Service Manager* within 14 days.
- The *Contractor* shall conduct his activities so as to cause the least possible disturbance and adverse impact to the existing amenities, whether natural or man-made, in accordance with all the currently applicable statutory requirements. Special care shall be taken by the *Contractor* to prevent irreversible damage to the environment.
- The *Contractor* shall take adequate steps to educate all members of his workforce as well as his *Supervisory* staff on the relevant environmental laws and regulations. The *Contractor* shall supplement these steps by prominently displayed notices and signs in strategic locations to remind personnel of environmental concerns.

#### **3.4.1. Method Statements**

The *Contractor* shall submit, before 14 calendar days of commencement of any activity, a Method Statement containing details of all site layouts and environmental protection measures proposed to the *Service Manager* for review and acceptance.

These shall include but not limited to:

- i. Site establishment layout;
- ii. Pollution prevention measures;
- iii. Waste including water management plan;
- iv. Incident and emergency management

In addition, the *Contractor* shall provide detailed method statements on how he intends to carry out the *works*; this shall apply to all, and any part of the *works* as provided in the *conditions of contract*.

### 3.4.2. Temporary Services and Facilities

- All fuel storage tanks shall be bunded to 110 % of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with concrete hard standing draining to oil separators. This will also apply to other areas with pollution potential.
- Cleaning, maintenance and repairs of vehicles shall be done off site.

### 3.4.3. Protection of Rivers, Streams and Watercourses

- All rivers, streams and watercourses shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, oils, fuels, chemicals, aggregate tailings, silt and wastewater or organic material resulting from the *Contractor's* activities. In the event of a spill prompt action shall be taken to clear polluted or affected areas.
- The *Contractor* shall not work within river flood lines, streams, water courses and wetlands without the written acceptance of the *Service Manager* as required for the execution of the work.

### 3.4.4. Refuse and Waste Control

- The management of solid waste on Site shall be strictly controlled and monitored. Only licenced waste disposal landfill sites shall be used.
- The quantities of waste generated on Site shall be minimised; Labelled recycling bins shall be used and waste separated where possible. In addition, a recycled-material collection schedule shall be established and the bins shall be collected regularly;
- Eating areas for the construction staff shall be designated and supplied with waste bins.
- No on-site burying or dumping or unauthorised burning of any waste materials, vegetation, litter, or refuse shall occur;
- Bins provided must have lids and will be sufficient to store the solid waste produced on a daily basis;
- The bins should be emptied at least once a day;
- Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof and which the *Service Manager* has accepted;
- All solid waste shall be disposed of off site, at a licenced landfill site. The *Contractor* shall supply the *Service Manager* with a certificate of disposal; and Waste shall be separated into domestic waste, building/construction rubble, scrap metal, oil and grease and hazardous waste and dealt with in the following manner:

### 3.4.5. Protection of Flora

- The removal, damage and disturbance of indigenous flora are prohibited.

### 3.4.6. Protection of the Fauna

- The *Contractor* shall protect fauna living within the Site and shall ensure that hunting, snaring, poisoning, shooting, nest raiding, or egg-collecting and disturbance does not occur.
- The *Contractor* is to ensure that his employees are instructed not to feed wild animals.
- The use of pesticides is prohibited unless accepted by the *Service Manager*.
- No domestic pets or livestock are permitted on Site.

## 3.5. Quality assurance requirements

- The quality requirements are as per ISO 9001:2015 and as per Eskom document 240-105658000,SUPPLIER CONTRACT QUALITY REQUIREMENTS SPECIFICATION.
- The *Contractor's* company quality documents are subject for verification and acceptance by the *Employer*.
- The supplier shall submit objective evidence of a developed QMS that complies with ISO 9001 (or the latest applicable revision). The following documented information (approved/ signed copies) shall be submitted:
  - ✓ Quality management system manual or a (documented information) that have defines and describes the QMS and its scope
  - ✓ Quality Policy, aligned with the supplier's strategic direction (documented information)
  - ✓ Quality Objectives (documented information)

- ✓ Control of documented information (both maintain and retain documented information )
- ✓ Internal audit procedure (documented information)
- ✓ Control of nonconforming outputs (documented information)
- ✓ Nonconformity and Corrective action procedure (documented information)
- The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis. Supplier Quality Management: Specification Unique Identifier: 240-105658000
- The supplier shall submit a draft contract quality plan that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an example inspection and test plan (ITP) or quality control plan (QCP).
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures
- The supplier shall complete and sign Form A under Category 3 (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).

## 4. Procurement

### 4.1. People

#### 4.1.1. Minimum requirements of people employed

- The *Contractor* complies with the South African Labour Relations Act and ensure that their staff is compensated with a fair and reasonable wage
- Only personnel with a clear criminal result will be granted access to site.
- Supervisor/s have completed Grade 12/Matric and have prior work experience of at least 1(one) year performing supervision role.
- Supervisor/s have good verbal and written skills in English.
- Safety Officer has completed Grade 12/Matric , Safety Management Training Course (SAMTRAC-10 days training), Hazard Identification and Risk Assessment (HIRA), Incident investigation training, Legal liability training, knowledge and understanding of ISO 45001:2018 (Implementation) and Minimum work experience of 2yrs.
- The *Contractor* acquires labour locally within 30 km radius from the Affected Property.

#### 4.1.2. BBBEE and preferencing scheme

With confirmation of its B-BBEE Status by submitting an updated Verification Certificate by no later than 30 (thirty) days.

*Contractor* to ensure the *Service Manager* has an updated valid certified copy of BBBEE certificate or sworn affidavit during contract period. Failure to do so, could result in Eskom Vendor Management Department blocking vendor details on Eskom vendor management system which affects payment processing of invoices.

## 4.2. Subcontracting

### 4.2.1. Preferred subcontractors

No Nominated Subcontractors.

**4.2.2. Limitations on subcontracting**

The *Contractor* shall not sub-contract more than 20% of the work. This will not apply to any No supervision must be subcontracted.

**4.3. Plant and Materials**

**4.3.1. Specifications**

Title	Tick if publicly available
OHS Act - Occupational Health and Safety Act No. 85 of 1993	✓
ISO 9001:2008 - Quality Management Systems	✓
240-105658000 - Supplier Contract Quality Requirements Specification	*
240-62196227 - Eskom Life-saving Rules	*
32-136 - Contractor Health and Safety Requirements	*
240-150642762 - Generation Plant Safety Regulations	*
Contractor Access Control Standard – 32-0126M	*
Eskom SHEQ policy 32-727	*
Eskom OHS Incident Management Procedure(32-95)	*
Eskom Peaking PPE Compliance memo	*
- 240-62946386: Vehicle and Driver Safety Management Procedure	✓
South African Labour Relations Act	✓
The Bargaining Council Main & Collective Agreement for the Contract Cleaning Services Industry (Kwa-Zulu Natal Branch) 550 No 34234 GOVERNMENT GAZETTE, 29 APRIL 2011 Agreements LABOUR RELATIONS ACT, 1995	✓

\* Available on request

**4.3.2. Correction of defects**

The *Contractor* is required to correct all the defects identified to the satisfaction of the *Employer*.

**4.3.3. Contractor’s procurement of Plant and Materials**

It remains the sole responsibility of the *Contractor* to procure equipment and materials of a reasonable and acceptable quality. The *Contractor* produces Safety Data Sheet for each chemical delivered and stored on site to be used for cleaning purposes.

**5. Working on the Affected Property**

**5.1. Employer’s site entry and security control, permits, and site regulations**

Ingula Power Station is a National Key Point. All persons intending to perform work and/or attend meetings during this contract period comply with the following:

The *Contractor* adheres to all Life Saving Rules as specified. The *Employer* does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle. Each person shall sign the Affected Property entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings. All *Contractor* personnel are in possession of Security clearance. Verification records are submitted as part of the safety file together with ID copies. The *Employer* reserves the right to refuse entry to all persons with criminal records.

- Original Identity document (ID) or passport is presented to Security on arrival
- No weapons may be taken on site
- No drugs allowed on site
- No explosives allowed on site
- No firearms and ammunition allowed on site
- No photographs may be taken whilst on site
- All persons entering the Employer's premises undergo a breathalyser test. Any persons testing positive is not allowed entry. The *Employer* has a zero tolerance towards alcohol.
- Tool registers is verified on arrival by security personnel.
- Only reverse parking is allowed on site.

General access to the station is controlled and it is mandatory that the *Contractor* adheres to all security regulation in force during the period of the contract.

The *Contractor* is required to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days before access to site is granted.

*Contractor* is required to submit the SAPS Clearance Certificates obtained for all his employees along with copies of their Identity Documents to the site Security Manager for verification. Only individuals with clear criminal records will be considered.

## **5.2. People restrictions, hours of work, conduct and records**

**ESKOM does not permit any passengers to be transported at the back of any Truck, light domestic vehicle or enclosed light commercial vehicle.**

All Cardinal rules as specified shall be adhered to. The premises may be entered from 07:00 to 16:15 Mon-Thu, excluding public Holidays and from 07:00 to 12:00 on Fridays. Each person shall sign the site entrance Register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.

Parking is allowed in the demarcated areas only and should it be required to drive on Affected Property, then please adhere to the following;

- Maximum speed is 20km/h
- Obey all road signs
- Damage to ESKOM's plant/ property will be for the *Contractor's* account.

## **5.3. Health and safety facilities on the Affected Property**

All *Contractor* employees and intended sub-contractors must attend a compulsory induction meeting at the start of the contract period.

The required Health & Safety files, complete with all of the requirements thereto, must be submitted, completed and approved before the start of the contract period.

## **5.4. Environmental controls, fauna & flora**

The *Contractor's* attention is drawn to the fact that the *Employer's* Power Stations are situated in highly sensitive areas with respect to the environment.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations, GNR. 1179 of 25 August 1995 as amended by GNR.930 of 25 June 2003 and GNR.683 of June 2008 when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1988.

The *Contractor* will be required to ensure that all *Services* are carried out as per the ISO 14001 standard and Eskom's Environmental Policy. The following environmental requirements are complied with at all times:

- Zero liquid effluent discharge.
- No chemicals will be dumped into the station drains or on the premises.
- No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
- Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
- Construction Safety, Health, and Environmental Management Rev. 0 32-136

### **Waste Disposal:**

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: ISBN0621-16296-5.

### **Hazardous substances**

If product is classified as a hazardous substance, safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

#### **5.5. Cooperating with and obtaining acceptance of Others**

It is likely that the *Contractor* will be working in the same area as Others. Limited access might be requested from time to time to give access to Others to execute maintenance activities and the *Contractor* is expected to be accommodating and co-operative in such instances.

#### **5.6. Records of Contractor's Equipment**

- The *Contractor* declares all equipment and tools to security personnel on arrival.
- The security personnel will register declared equipment or items and the *Contractor* keeps the copy of the register.
- When removing items from site, the items declared are verified by security personnel.
- For lifting equipment, *Contractor* ensures load test certificates and inspection remain valid.
- The *Contractor* provides a comprehensive list of all equipment and tools (with serial numbers when possible) intended for use during the contract period.
- The security waybill process will apply for any movement of equipment.
- Equipment brought and/or materials for one day must be declared at security and be separate from the signed and approved.

All equipment and/or materials can only be removed from site by means of a removal permit issued by the *Employer*. Access will be postponed until such time as the inventory is approved at each site visit.

#### **5.7. Equipment provided by the Employer**

The *Contractor* is responsible to provide all tools, materials, PPE equipment and all other items deemed necessary to perform the service.

Access to mobile cranes and equipment will be provided by the *Employer* based on availability and on condition that only site authorised personnel may operate mobile cranes, forklifts and cherry pickers (*Contractor's* personnel can also become authorised, if necessary), Furthermore, only the nominated site scaffolding contractor can supply, erect, modify, declare safe/unsafe and break down scaffolding. The *Contractor* is required to plan and co-ordinate directly with the department responsible for the above.

**5.8. Site services and facilities**

**5.8.1. Provided by the *Employer***

The *Service Manager* shall make available to the *Contractor*, or their representatives, the following facilities during the contract period:

**Site Office**

Site office and a storage facility will be provided by the *Employer*.

**Portable Water**

The *Contractor* to makes use of portable water available on site.

**Electricity Supply**

220V and 380V electrical supply are generally available in the power station complex. The nearest electrical power supply will be indicated but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the works.

**Ablution Facilities**

Ablutions with basin facilities are also provided by the *Employer* free of charge.

**5.8.2. Provided by the *Contractor***

The *Contractor* is to supply all the personal protective equipment, transport, meals, tools, equipment, consumables and every other item of expense necessary to perform the required service on site. The *Contractor* shall be responsible to provide a laptop, printer and stationery for administration purposes.

**5.9. Control of noise, dust, water and waste**

During sweeping and dusting, the *Contractor* shall ensure that a minimum amount of dust is liberated into the atmosphere. The use of compressed air for cleaning is prohibited. No deviation from the South African Labour Relations Act and any other relevant labour legislation will be allowed.

**6. List of drawings**

**6.1. Drawings issued by the *Employer***

Not Applicable.

Drawing number	Revision	Title