



## NEC3 Term Service Contract (TSC3)

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

**and**  
**(Reg No. )**

**for** **The provision of Cleaning Services for Kriel**  
**Properties for a period of 2 years**

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**CONTRACT No.**

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

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# C1.1 Form of Offer & Acceptance

## Offer

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

### The provision of Cleaning Services for Kriel Properties

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	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words) Sixteen Million, Eight Hundred Thirty-Eight Thousand, Three Hundred Eighty-Nine Rand and ninety-nine cents	

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

General Manager  
Matla Power Station

**for the  
Employer**

Matla Power Station, Delmas Road, Kriel, Emalahleni

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 \_\_\_\_\_

General Manager

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

Matla Power Station, Delmas Road, Kriel, Emalahleni)

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

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

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

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):	<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>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 11 800 3808</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>Matsebela Mosoatsi</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)

	Address	<b>Matla Power Station</b>
	Tel	<b>+27 11 800 3808</b>
	Fax	<b>[•]</b>
	e-mail	<b>mosoatPM@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Kriel Properties</b>
11.2(13)	The <i>service</i> is	<b>The provision of cleaning services for Kriel properties</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Unavailability of Plant Unprotected Strikes Natural Disasters</b>
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	<b>One (01) week 24 Hours for emergency</b>
<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>Two [02] weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>1 August 2026</b>
30.1	The <i>service period</i> is	<b>Two years</b>
<b>4</b>	<b>Testing and defects</b>	<b>Testing and Defects are to be managed as per core clause 4 of the NEC3 TSC</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>After completion of work</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>Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice.</b>  <b>ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 0000 (Fifty Million Rand), including VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.</b>

51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands  (
6	<b>Compensation events</b>	All compensation events are to be managed as per core clause 6 of the NEC3 TSC
7	<b>Use of Equipment Plant and Materials</b>	Use of Equipment and Materials is to be managed as per core clause 7 of the NEC3 TSC
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. Unavailability of Plant 2. Unprotected Strikes 3. Natural Disasters
9	<b>Termination</b>	Termination is to be managed as per core clause 9 of the NEC3 TSC
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	One [01] week.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>  Address	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 ICE.  Adjudicator will be appointed when a dispute arise
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 place where arbitration is to be held is  The person or organisation who will	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.  [•] Johannesburg South Africa

choose an arbitrator  
 - if the Parties cannot agree a choice or  
 - if the arbitration procedure does not state who selects an arbitrator, is **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is	<b>June 2026</b>	
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b> Index prepared by
		%.	
		%.	
		%	<b>non-adjustable</b>
		<b>100</b>	
<b>X2</b>	<b>Changes in the law</b> <b>Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.</b>		
<b>X17</b>	<b>Low service damages</b>		
X17.1	The <i>service level table</i> is in	<b>R1 000.00 per day per low service damages<sup>1</sup></b>	
	<b>Low service damage Description</b>	<b>Value of Low Serve Damage</b>	<b>Limits of Low Service Damage</b>
	Daily Progress updated program	- R1 000.00 per day per low service damages	- Limited to R5 000.00 per low service per damages
	Failure to respond to NCR within three (3) days	- R1 000.00 per day per low service damages	- Limited to R5 000.00 per low service per damages
	Audit findings on poor Housekeeping	- R1 000.00 per day per low service damages	- Limited to R5 000.00 per low service per damages
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b>	
		<ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <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)</li> </ul>	

<p>X18.4</p>	<p>The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</p>	<p><b>plus the applicable deductibles</b></p> <p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
<p>X18.5</p>	<p>The <i>end of liability date</i> is</p>	<p><b>[3] months after the end of the service period.</b></p>
<p><b>X19</b></p>	<p><b>Task Order</b></p>	
<p>X19.3</p>	<p>Delay Damages are</p>	<p>Two percent (02%) of the Task Order Value per day from the day of delayed completion until the actual completion of the services, to be capped at the maximum of Five percent (05%) of the Total Task Order Values</p>
<p>X19.5</p>	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p>	<p><b>48 hours of receiving the Task Order</b></p>
<p><b>Z</b></p>	<p><b>The additional conditions of contract are</b></p> <p><b>Z1 to Z14 always apply.</b></p>	

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

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

### **Z4 Confidentiality**

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

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

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

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

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

### **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

**Z8 Notifying compensation events**

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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**

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

**Z 12.2 Replace core clause 86 with the following:**

**Insurance 86**

by the  
**Employer**

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 Nuclear Liability**

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

**Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.

#### **SUPPLIER DEVELOPMENT LOCALISATION AND INDUSTRIALISATION (SAL&I)**

**Local Content – 100%**

**Skills Development**

**Corporate Social Investment – 2%**

## 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. Emai address.	..
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	<b>10%</b> <b>N/A</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Natural Disaster, Industrial Protest and National diesel shortage</b>
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:	<b>The Scope of Work</b>
24.1	The key people are: 1 Name: Job: Responsibilities: 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	<b>C2.1Pricing Assumptions</b>
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*

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	AMOUNT
1	<b>Preliminaries and Generals</b>	Sum	1,00	
2	Supervisor x1	Monthly	60,00	
3	Cleaning Staff (general Labour) x 6	Hr	62 280,00	
4	Transport 1	Sum	1,00	
5	Medicals	sum	1,00	
	PEE	sum	1,00	
	<b>SUPPLY OF MATERIALS</b>			
6	33L Mopping server Trolleys with mops	no	30,00	
7	Brooms	no	50,00	
8	425mm Polishing Pads (Black) per pack	no	20,00	
9	425mm Scubbing Pads (Black) per pack	no	20,00	
10	Warning signs	no	30,00	
	<b>Consumables</b>			
11	750mm X 950mm(20micron) black refuse bags pack of 20	no	5 760,00	
12	30 micron clear Bin liners 600 X 660mm (pack of 100)	no	80,00	
13	Toilet paper (2ply - 350 sheets X 24 rolls)	no	60,00	
14	Hand paper Towers dispenser Refills (2 ply - 200 X 150) pack 6	no	30,00	
15	Dish washer Liquid 5L(Kem Kleam Beast)	no	30,00	
16	Window cleaner (Winglo - kem Klean) 5L	no	30,00	
17	Bleach 5L (kemklor 12)	no	80,00	
18	All - Purpose cleaner 5L	no	60,00	
19	Furniture Polisher 500m (Mr Min)	no	120,00	
20	Toilet Bowl cleaner 10L	no	30,00	
21	Dish washing cloths small	no	240,00	
22	Dish washing cloths Large	no	240,00	
23	Deo Block 5L bucket	no	30,00	
24	Mutton cloth 1KG Roll	no	30,00	
25	Dust pan	no	15,00	
26	Feather Duster (long)	no	30,00	
27	Feather Duster (Short)	no	30,00	

28	Steriklens (antibacterial hand soap) Kem kleen 20L	no	10,00	
29	Sewer Solv Drain Cleaner 20L (Kem Klean) 20L	no	15,00	
	<b>Hygiene Services per bin</b>			
30	Sanitary Services per bin	no	60,00	
31	SanitaryTowel Mini bags per100 pack	no	60,00	
32	Air freshener relifile	no	360,00	
	<b>TOTAL AMOUNT</b>			

## PART 3: SCOPE OF WORK

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C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

## C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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## **Description of the service**

### **Executive overview**

Matla Power Station has two Coal Staithes used for temporary storage of coal before feeding the boilers. Coal Staithe1 with capacity of 96 000 tons supplying four units, U1, U2, U3 and U4 via 7A, B, C and D conveyor belts and Staithe 2 with capacity of 55 000 tons supplying two units, U5 and U6 via 7E and F conveyor belts.

The station has been receiving fine coal from road deliveries. This fine coal causes coal hang ups in the Staithes which leads to spontaneous combustion and subsequently burning coal. Lashing is required to remove hang ups to prevent burning coal which causes health hazards for the employees and also compromises the integrity of the coal staithe structure.

### ***Employer's requirements for the service***

The scope will cover the following:

	<b>SCOPE OF WORK DESCRIPTION / ACTIVITY</b>	<b>PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION</b>	<b>HOLD POINTS, WITNESS, REPORTS</b>	<b>RESPONSIBLE PARTY</b>
1.1	Occupational Health and Safety	<ul style="list-style-type: none"> <li>• Health and safety file should be approved by Safety risk management department prior to any work commences on site</li> <li>• All work is to be done in accordance with OHS Act 85 of 1993, Matla plant procedures and Plant Safety Regulations. (240-150642762).</li> <li>• Matla power station SHEQ induction must be done before access to site can be granted</li> <li>• The contractor should ensure that all employees have acquired the required competency for the task they are performing.</li> <li>• The contractor to ensure compliance to updated legal requirements and other requirements.</li> <li>• <b>BUY QUIET:</b> All stakeholders are encouraged to purchase or rent quieter machinery, equipment, and tools to reduce worker noise exposure, contribute towards compliance to OHSA noise exposure limits and ultimately reduce the risk of noise induced hearing loss.</li> </ul>	Eskom to witness.	Contractor
1.2	Environmental Management.	<ul style="list-style-type: none"> <li>• All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental <b>AUTHORISATION</b> before commencement of work.</li> <li>• The contractor shall comply with all applicable legal and other requirements.</li> <li>• The polluter pays principle will be applied.</li> <li>• The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (refer: OMOP 4090 and 4402).</li> <li>• The last payment will be processed based on the status of the last housekeeping check sheet (Annexure C: OMOP 4402) of designated area.</li> <li>• EMS file based on ISO14001 will be required.</li> </ul>	Eskom to witness.	Contractor
1.3	Quality Management	<ul style="list-style-type: none"> <li>• The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work.</li> <li>• Contractors/executioner to adhere to QM 58 and OMOP4497 requirements</li> </ul>	Hold point	Contractor

		<ul style="list-style-type: none"> <li>• Number of NCR issued can affect your next tendering process.</li> <li>• The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.</li> <li>• No procuring of outage items without the approval of scopes by quality</li> <li>• All outage scopes creep and scopes addition should be approved by quality</li> <li>• No contractor should be in the possession of scopes for execution without the scopes approved by quality</li> <li>• The contractor is subjected to quality auditing at any point in time during execution of scope</li> </ul>		
--	--	--	--	--

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
	<p><b>SCOPE OF WORK: <u>PROVISION OF CLEANING SERVICES AND SUPPLY OF MATERIAL</u></b></p> <p>Provision of Cleaning Services for Eskom Facilities @ Kriel Town</p> <ol style="list-style-type: none"> <li>1. Office Blocks</li> <li>2. Boardrooms</li> <li>3. Dining areas</li> <li>4. Toilets</li> <li>5. Bachelor and Bokmakierie Flats: - cleaning of walkways, balcony and removal of refuse bags from doors to central pick-up points. Maintain general housekeeping around the blocks of flats.</li> </ol>			

**BILL OF MATERIAL**

	Full description of Material/Spares/Equipment	Specifications of Material/Spares/Equipment	Stock No	Part Number	Required Quantity
	33 L Mopping server Trolleys with mops				6 year
	Brooms				10 year
	425 mm Polishing Pads (Black) per pack				4 per pack/year
	425 mm Scrubbing pads (Black) per pack				4 per pack/year
	Warning signs				8

## Interpretation and terminology

N/A
-----

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

**Management strategy and start up.  
The Contractor’s plan for the service**

In the TSC3 the *Contractor’s* plan is his “design” for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor’s* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer’s* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor’s* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor’s* plan.

**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
Risk register and compensation events	Discussions to take place as soon as a risk is notified	MS Teams	Contractor & Contract Manager
Daily Toolbox meeting	Week days 07:15 – 08:00	Kriel Offices	Contractor & Contract Manager
Plant focus meeting	Week days 08:00 – 09:30	Teams	Contractor & Contract Manager
Main SHEQ Meeting	Once a Month	TBC	Contract Manager & Safety Manager

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.

**Contractor’s management, supervision and key people**

State any additional constraining requirements on *Contractor’s* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

**Provision of bonds and guarantees**

N/A

**Documentation control**

All 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.

**Invoicing and payment**

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

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

**Contract change management**

N/A

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

N/A

**Insurance provided by the *Employer***

N/A

**Training workshops and technology transfer**

N/A

**Design and supply of Equipment**

N/A

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

N/A

**Information and other things**

N/A

## Management of work done by Task Order

- A Task Order / Purchase Order is the instruction to commence work
- No work shall commence until Task Order / Purchase Order is issued and has been finalised and accepted and signed by both the Employer and Contractor’s delegated person
- Completion certificate to be issued after total services on Task Order is completed
- Task orders, Assessments and Completion Certificates will be used for work required
- All work will be issued via SAP Maintenance or as per Task order system

## Health and safety, the environment and quality assurance

### Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

### Health and safety risk management

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

#### 1. Safety

### SAFETY REQUIREMENTS

Contractual requirements mean the suppliers will submit the tender returnable during the tender close- out. The evaluation will take place once the mandatory and Functionality evaluation have been completed. The service provider will be given only ONE opportunity to submit the outstanding documents within 7 working days. Failure to submit the outstanding documents within the stipulated time; may result in the tenderer being regarded as non-responsive and ineligible for contract award. These OHS requirements will form part of the procurement process and must be complied with prior to signing the contract. The Service provider shall comply with the respective Matla power station Safety file requirements in order to gain access to site. No work shall commence until the Safety file is approved by the respective site’s Contract custodian together with the OHS professional. Annexure B

Is the acknowledgement of Eskom's OHS legal and other requirements form signed and submitted by the tenderer?

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Occupational Health and Safety (OHS) Plan (Must address the project /scope of work OHS risk(s) and aligned with the health and safety specification or requirements)
OHS Baseline Risk Assessment (BRA) Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA
Valid Letter of Good Standing (COIDA or equivalent)
OHS policy signed by CEO The submitted policy document must comply to OHS Act Section 7
Costing for Health and Safety management Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum). <ul style="list-style-type: none"> <li>The costing must be based on the overall scope of work/service to be performed; The scope of work and the risk assessment may serve as a guideline.</li> </ul>
Costing for Health and Safety management Has the tenderer submitted detailed costing for OHS (the cost should be broken down not provided as a lump sum). <ul style="list-style-type: none"> <li>The costing must be based on the overall scope of work/service to be performed; The scope of work and the risk assessment may serve as a guideline.</li> </ul>

**Environmental constraints and management**

<b>Environmental requirements: Environmental Objective Criteria</b>
<b>Category A: Supply &amp; Delivery and Professional Services Contracts</b>
All contractors working for and on behalf of Matla Power Station on a once off (supply and delivery) or outage programs and with their activities which might not cause potential harm to the environment as per scope of work by environmental practitioner professional discretion. Assessment for these contractors shall be done by completing the Environmental Contractor Assessment form, If there is any yes to the questionnaire then the Environmental Officer must be notified to conduct a proper assessment on the contract. These suppliers or contractors must adhere or adopt the Contract Manager’ Environmental Aspect and Impact register and the management thereof.
Completion of Environmental Contractors Assessment Form.
Sign Contractors commitment and indemnity letter
<b>OR ISO14001 certified with valid certificate</b>

**Quality assurance requirements**

1. The *Employer* in the process of implementing an ISO 9001:2008 series, therefore the *Contractor* will be expected to implement a quality system and maintain the quality system until the completion of this contract. The *Contractor* will comply with the provisions of the ISO9001:2008 and 14000 series
2. The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.
3. The *Contractor* provides a Quality Control Plan (QCP) withhold points for the *Employer* for approval 2 weeks prior to commencement of work.
4. No *Contractor* shall appoint a construction safety officer to assist in the control of quality related aspects on the site unless the *Contractor* is reasonably satisfied that the construction quality controller has the necessary competencies and qualifications.
5. The *Contractor* will provide all relevant training records and the total of years' experience in the *Contractor's* possession to the *Employer* to verify the competency of all the key personnel relating to the current scope.

The Contract's Manager has the right to stop the *Contractor's* work activities which, in the opinion of Contract Manager, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the Contract Manager's satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

**Procurement**

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

**People****Minimum requirements of people employed**

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

**BBBEE and preferencing scheme**

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

**If the ASGI-SA requirements are to be included in this contract** specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

## Subcontracting – N/A

### Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

### Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

### Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

### Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

## Plant and Materials

### Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

### Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

### *Contractor's* procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

### Tests and inspections before delivery

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

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

### Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

## Working on the Affected Property

### Working on the Affected Property

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

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

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

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

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

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

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

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

#### Responsibilities

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

Eskom – Matla Power Station  
Attention: Protective Services Manager  
Private Bag X5012  
Kriel  
2271

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Permit applications are completed by the *Contractor* and submitted in the format attached to the Site Information. On Completion of the works the *Contractor* returns all permits to Protective Services. On entering Matla Power Station the *Contractor* declares any prohibited articles, Equipment, Plant and Materials in his possession.

**Searching**

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

**Photo Permits**

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

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

**Day Visitor Permits**

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

**Temporary Permits**

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

**Vehicle Permits**

Are issued to the *Contractor* for vehicles requiring access to the Power Station security area for work being done: The *Contractor* arranges for vehicle permits as and when required with Matla Protective Services. The *Contractor* informs Matla Protective Services two weeks prior to required date of entry to ensure permits are available. The use of private vehicles is discouraged and will only be allowed if pre-arranged with protective services and approved by *Project Manager*.

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

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

**Restrictions to access on Site, roads, walkways and barricades**

All vehicles must comply with the Road Traffic act.

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

**People restrictions, hours of work, conduct and records**

The *Contractor* is required to adhere to the *Employer's* hours of work.

**Health and safety facilities on the Affected Property****Local safety procedures**

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

**Incidents/accidents**

(1) Incidents and accidents must be reported and investigated as detailed in Safety, Health and Environmental Requirements for Contractors (document 32-136). All incidents must also be reported to the *Employer* within 24 hours.

(2) First aid must be available by the *Contractor* or use can be made of the Matla medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Matla procedures.

**Safety and Fire Hazards**

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

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

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

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

**In Case of fire:**

**Contact Control Room at Extension 6666/ 6435/6**

**Inspection of equipment**

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

**Documentation**

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

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

**Environmental controls, fauna & flora**

**Environmental management**

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

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

**Waste Management**

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The *Employer's* personnel periodically collect waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

*Types and colours of bins used on site:*

- White bins/skips for domestic waste
- Red bins/skips for hazardous waste
- Green bins/skips for recyclable waste

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Only approved herbicides with a low environmental risk shall be used for pest control. • Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

- Incidents related to water pollution must be reported to the Environmental Department of the *Employer* within 24 hours.
- Report / fix leaking taps and pipes to save water.

**Hazardous Substances**

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

**Handling of waste produced by the Contractor**

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

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

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

**Waste from the cleaning and maintenance of Plant**

The *Contractor* is responsible to contain all waste due to cleaning.

**Hazardous waste**

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

**Pest Control**

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

**Water Conservation**

- Use water sparingly.

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

- Dust suppression measures must be in place to reduce airborne dust.

**Air Pollution**

- Noxious and offensive odours arising from work activities shall be adequately controlled.

**Ground Pollution**

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

**Cooperating with and obtaining acceptance of Others****Interface with Others**

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

**Planning**

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

**Progress report**

A daily progress report will be submitted before, during and after to the *Service management and* monthly consolidated reports.

Daily feedback and challenges to be communicated as the agreed channel of communication to service management.

**Completion**

Completion certificate must be submitted on completion of each task order

**Requirements for Completion.**

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

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

**Records of Contractor's Equipment**

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

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

**Equipment provided by the Employer**

The Employer makes available for use a forklift, for the duration of the operations and maintenance service period, as and when required. The Employer will arrange for off-loading of large equipment / containers using the crane or rigging equipment.

The Employer shall provide the services of an authorised forklift driver

Contractor will be required to obtain meal tickets in advance, at his own cost, failing which access to the catering facilities will be denied.

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

**Provided by the Contractor****Lay down areas**

No Plant, Material and Equipment lay down areas are permitted on the terrace. The Contractor delivers all Plant, Materials and Equipment to the point of erection as and when needed.

**Security**

The Contractor shall have two operators on shift to always oversee the works and vigilance around the plant at all times. Eskom has security personnel patrolling site at scheduled intervals. In case of any emergency the plant operators to alert Eskom immediately so that Eskom security can be deployed to the scene.

The Contractor is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the site pass through the control points at the main access gate and are required to have temporary permits that are issued to Contractor 's staff on request. If it is necessary to bring Equipment onto site a list is submitted which is verified by security staff prior to Equipment entering the security area.

**Accommodation of Employees**

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The Contractor shall be responsible for the provision of accommodation or meals of his own personnel and the cost thereof shall be included in his Price.

**Protective Equipment and Clothing**

The Contractor supplies his own personal protective equipment necessary to carry out the Works. The Contractor is also responsible inspect and maintain such equipment as required in terms of the OHSACT and local procedures.

**Barricading and Screens**

The Contractor will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

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

**List of drawings**

**Drawings issued by the *Employer***

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

Drawing number	Revision	Title