

TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS



## NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**  
(Reg No. 2002/015527/06)

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

For **TRANSPORTATION REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

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CONTRACT No.

## TRANSPORTATION AND REMOVAL OF DIRTY GREASE &amp; VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS

**PART C1: AGREEMENTS & CONTRACT DATA**

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**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****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:

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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 or C	The offered total of the Prices exclusive of VAT is	R
Option E	The first forecast of the total Defined Cost plus the Fee 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

<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*.

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Tenderer's CIDB registration number:

**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.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****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

## TRANSPORTATION AND REMOVAL OF DIRTY GREASE &amp; VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS

## 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:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20 : Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	T. Gazu
	Address	Majuba Power Station N11 Road VOLKRUST 2470
	Tel	+27 17 799 3697

<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)

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Fax

e-mail

11.2(2)	The Affected Property is	<b>Majuba Power Station.</b>
11.2(13)	The <i>service</i> is	<b>TRANSPORTATION AND REMOVAL OF DIRTY GREASE &amp; VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS</b>
11.2(14)	The following matters will be included in the Risk Register	<b>All risk will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the parties</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings (if applicable) 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>05 days including weekends and public holidays.</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the <i>Contractor</i> 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>A week of the Contract Date.</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 months</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>25<sup>th</sup> of every month</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>04 weeks.</b>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>

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(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</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
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	<ol style="list-style-type: none"> <li>1. Late payment to the Site Personnel.</li> <li>2. Use of untrained personnel.</li> <li>3. Environmental pollution caused by spillage of waste to the environment.</li> <li>4. Spillages during transportation.</li> <li>5. Budget exhaustion and late invoicing.</li> <li>6. Exceeding speed limit and use of faulty and inappropriate vehicles.</li> <li>7. Infections by biological waste and exposure to animals and reptile's waste.</li> <li>8. Penalties and termination of contract, pre compliance notices.</li> <li>9. Mixing of waste and illegal dumping.</li> <li>10. Improper disposal which could cause fire.</li> <li>11. Injuries and exposure to skin, toxic, corrosive and flammable</li> <li>12. Strike or riots.</li> </ol>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b><i>As stated for in the Employer's Annual Construction All Risk Insurance Policy (Format A) available on request</i></b>



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		<i>from Eskom Group Insurance.</i>
83.1	The <i>Employer</i> provides these additional insurances	<b><i>As stated for in the Employer's Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.</i></b>
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The amount of the deductibles payable in terms of the event described in the Employer's Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>Amount of contract value</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</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>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<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	<b>02 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>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 Foundation of Southern Africa (AFSA).</b>

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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	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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

**12 Data for secondary Option clauses**

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	linked to index for	Index prepared by
		0.		
		_____	non-adjustable	
		1.00		
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X17	Low service damages			
X17.1	Any damages that are caused by the <i>Contractor</i> will be deducted from the <i>Contractor</i> during assessment. Below is a table with the risks and penalties:			
	NO	Risk	Effect	Penalties
	1.	Failure to remove drums identified by the <i>Employer</i> at any moment.	Affect station cleanliness which can lead to station fires.	A day's hourly rate to the Site Manager, responsible Site Supervisor and the cleaner or technician allocated for that area as per submitted plan by the <i>Contractor</i> .
	2.	Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list.	Non-compliance to the signed contract agreement which will lead to Environmental Contravention, Safety Contravention and Contract Law Contravention.	A day's hourly rate to the unqualified person on site from the 1 <sup>st</sup> day he or she was on site. The person on site to be replaced immediately.

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	3.	Poor housekeeping identified by the <i>Employer</i> at any moment.	Affect station housekeeping and non-compliance to the law.	A day's hourly rate to the responsible Site Manager, Site Supervisor and the cleaner or technician allocated for that area.
	4.	Spillages.	Environmental Contravention.	R1000 per incident and cleaning up cost will be upon the <i>Contractor</i> .
	5.	Safety or Environmental incident.	LTI's due to negligence.	Early warning and NCR.
	6.	Failure to provide PPE safety gear on time to Site Personnel.	Safety Contravention.	R200 a day of delay.
	7.	Delays on submitting the revised plan by the <i>Contractor</i> after 07 days of written instruction by the <i>Employer</i> .	Non-compliance to the law and delay to the completion of the task.	R200 a day of delay.
	9.	Unavailability of any machine as per the price list due to negligence or poor planning by the <i>Contractor</i> .	Non-compliance to the law and delay to the completion of the task.	R500 a day depending on the machine that is unavailable.
	10.	Failure to always provide consumables as per the price list.	Environmental and Safety Contravention.	R200 a day of delay.
	11.	Unavailability of more than 10% of site-staff due to poor planning for any leave absence at a time <b>*DAILY STAFF ATTENDANCE TO BE NOT LESS THAN 90% FAILURE TO DO THAT WILL RESULT ON PENALTIES*</b>	Poor contract performance due to the shortage staff.	Hourly rate for all absent.
<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 described in the "Format A" (Annual Construction All Risk Insurance Policy available on request from Eskom Group Insurance</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) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance</li> </ul>			
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in <b>the total of the Prices other than for the additional excluded matters.</b>			

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	connection with this contract, other than the excluded matters, is limited to	<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>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>
X18.5	The <i>end of liability date</i> is	<b>At the end of each shift cycle</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>Five days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 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

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the notification or as otherwise instructed by the *Service Manager*.

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

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

**Z4 Ethics**

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

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

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

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

**Z5 Confidentiality**

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

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

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

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or

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any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

**Z6 Waiver and estoppel: Add to core clause 12.3:**

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

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

Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property.
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing and must comply with the provisions of the HCS Regulations in GNR 1179 of 25/08/1995 as amended in 2003.

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

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

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

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

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

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

<b>Z9</b>	<b>Notifying compensation events</b>
Z9.1	If the <i>Contractor</i> 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.
<b>Z10</b>	<b><i>Employer's limitation of liability</i></b>
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.
<b>Z11</b>	<b>Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":</b>
Z11.1	or had a business rescue order granted against it.

**Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer's "works" type policy which may be in place for the Employer's portion of the Affected Property concerned or against the Employer's assets policy which may be in place for the Employer's portion of the Affected Property concerned, or both.*

1. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
2. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers.
3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures available on request from Eskom Group Insurance .
5. Further information and full details of all Eskom provided policies and procedures may be obtained from Eskom Group Insurance :

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## C1.2 Contract Data

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

#### Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<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:	

<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)



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24.1 The key people are:

- 1      Name:  
          Job:  
          Responsibilities:  
          Qualifications:  
          Experience:
- 2      Name:  
          Job:  
          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> _____

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<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>	[•]

## REMOVAL OF DIRTY GREASE &amp; VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS

## C2.1 Pricing assumptions: Option A

### The *conditions of contract*

#### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and 11  
defined terms 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

#### Function of the Price List

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

#### Link to the *Contractor's* plan

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

#### Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of

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everything necessary to Provide the Service as described at the time of entering into this contract.

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.
- 5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

**Format of the *price list***

(From page 73 of 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.

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**C2.2 the *price list***

Item no.	Description	Unit	Expected Quantity	Rate	Price
1.	<p>Site Establishment – to include the following:</p> <ul style="list-style-type: none"> <li><b>FULLY FUNCTIONAL OFFICES WITH FULL OFFICE FURNITURE, KITCHEN ELECTRIC APPLIANCES &amp; AIR-CONS FOR ALL OFFICES LISTED BELOW, i.e. MALE &amp; FEMALE TOILETS – TO BE CONNECTED ON THE POWER STATION’S SEWER SYSTEM, LOCKER ROOM WITH LOCKERS AND PAD LOCKS FOR THE WHOLE CREW.</b> The offices to have the following: <ul style="list-style-type: none"> <li>Office for the Site Manager.</li> <li>Office for the Safety Officer.</li> <li>Boardroom/ eating area for the whole crew.</li> <li>Storage and tool room.</li> </ul> </li> <li>Any communication costs <b>(for the Site Manager and the Site SHEQ Officer).</b></li> <li>Fully functional laptop computers with FULL INTERNET ACCESS AND FULLY FUNCTIONAL 3 IN 1 PRINTING MACHINE WITH ALL COMPULSORY FIXTURES <b>(a quantity of 02 laptop computers for the Site Manager and the Site Safety Officer).</b></li> <li>Enough day-night lights across the yard.</li> <li>And the <b>Contractor to note the following for the offices and the locker room:</b> <ul style="list-style-type: none"> <li>All windows for all the offices to have burglars.</li> <li>All DB Boards, cabling as required to couple from the <i>Employer’s</i> supply points and the electrical cable connection specifications: 03 core, 6mm armouring cable (50m long).</li> <li>Power supply to be supplied by the <i>Employer</i> from existing 220V, 15A or 380V, 64A power supplies within the station and in existing areas of the station. Certificate of Compliance for electrical installation to be kept in the <i>Contractor’s</i> site documents for the duration of the contract.</li> <li>Any Certificate of Compliance for all the work that will be performed during establishment to be kept on site for the duration of the contract.</li> <li>Standard underground pipes of 100m to be connected to the existing toilet system.</li> </ul> </li> </ul>	Once-off	01		

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	<ul style="list-style-type: none"> <li>○ Any Certificate of Compliance for all the work that will be performed during establishment to be kept on site for the duration of the contract.</li> <li>○ Only qualified personnel will perform the tasks for site establishment. Certificates to be produced before commencement of work.</li> <li>• The site to be fully fenced with a 05m gate (3m high diamond mesh type fence and gate) for the duration of the contract. Yard size: 100m X 50m. <b>(TO BE A PROPERTY OF THE EMPLOYER AT THE END OF THE CONTRACT.)</b></li> </ul>				
2.	Site de-establishment – to be paid at the end of the contract.	Once-off	01		
3.	Consumables, tools & other: <ul style="list-style-type: none"> <li>• Plastic wraps for wrapping of drums full of oil or grease.</li> <li>• Heavy duty brooms</li> <li>• Absorbent: oil absorbent boom socks</li> <li>• Heavy duty cleaning rags</li> <li>• Oil booms</li> <li>• Absorbent oil &amp; water: oil absorbent granules</li> <li>• Industrial plant cleaning chemicals for oil &amp; grease</li> </ul>	Once-off in 12 months	05		
4.	<b>SUPPLY AND DELIVERY OF 240L FIRE ENGINE RED PLASTIC WHEELIE BIN OIL SPILL KITS WITH THE FOLLOWING CONTENTS:</b> <ul style="list-style-type: none"> <li>• 2 x 100l loose fibre.</li> <li>• 1 x 4m micro-boom.</li> <li>• 10 x super-sorb pads.</li> <li>• 5 x HD disposal bags.</li> <li>• 1 x non-spark shovel.</li> <li>• 1 x non-spark broom.</li> <li>• 1 x PVC gloves.</li> <li>• 1 x anti-mist goggles.</li> <li>• 1 x instruction booklet.</li> <li>• All kits wheelie bins to come out locked and labelled as well.</li> </ul>	as & when	100		
5.	Supply and deliver of 1000L empty and fully functional flow-bins – to be suitable for containing all types of oil.	as & when	300		
6.	Supply and deliver of wooden pallets – to be suitable for carrying up-to 1000L flow bins full of grease and oil.	as & when	30 000		
<b>BELOW IS THE LIST OF THE COMPLETE SAFETY REQUIREMENTS FOR THE WHOLE CREW FOR THE DURATION OF THE CONTRACT AND THE CONTRACTOR TO NOTE OF THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>• ANY REPLACEMENT FOR ANY REASON WILL BE AT THE COST OF THE <i>CONTRACTOR</i>.</li> <li>• ALL PPE TO BE SABS APPROVED WITH A VISIBLE COMPANY LOGO AND NAME.</li> </ul>					
	<b>SAFETY REQUIREMENTS:</b> <ul style="list-style-type: none"> <li>• Safety boots with steel toe cap for the whole crew</li> <li>• Hard hats with chin strap</li> </ul>				

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7.	<ul style="list-style-type: none"> <li>Gloves (leather &amp; PVC)</li> <li>Industrial protective cover-all with hood and elasticized knit cuffs</li> <li>Navy-blue flame-retardant acid resistant overalls with a visible company logo and reflective strips for jacket and trouser (<i>MINIMUM OF 02 PAIRS OF OVERALLS PER PERSON EXCEPT FOR REPLACEMENT</i>)</li> <li>Dust masks</li> <li>PVC hip high breathable waders</li> <li>Safety goggles</li> <li>Navy blue rain suites 02 piece-LEO navy colour rainwear 2-piece suite with reflective strips for bottom and top</li> <li>Knee-length gumboots – water boots</li> <li>Earmuffs hearing protection</li> <li><b>SITE SAFETY AND ANY OTHER STATUTORY PROVISIONS (INCLUDES)</b> <ul style="list-style-type: none"> <li>Health and safety file.</li> <li>Health &amp; safety plan.</li> <li>Full medicals.</li> <li>Safety Training.</li> <li>Any Contract related training.</li> </ul> </li> </ul>	Once-off in 12 months	05		
8.	<ul style="list-style-type: none"> <li>Navy-blue flame-retardant acid resistant <b>WARM WINTER JACKET</b> with a visible company logo and reflective strips (<i>02 jacket per person for the duration of the contract</i>).</li> </ul>	Once-off at the beginning & once-off in the middle of the contract	02		
<b>BELOW IS THE LIST OF PEOPLE NEEDED ON SITE WITH THE ESTIMATED WORKING HOURS FOR THE DURATION OF THE CONTRACT AND THE CONTRACTOR TO PLEASE NOTE THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>THAT ALL RATES AND PRICES WILL BE ASSUMED TO BE FULLY INCLUSIVE OF EVERYTHING NECESSARY (SUCH AS CORRECT LABOUR RATES, 13<sup>TH</sup> CHEQUE BONUS, ANY BONUS, ANY ALLOWANCE, AND ANY LEAVE, ETC.) TO PROVIDE THE SERVICE AS DESCRIBED AT THE TIME OF ENTERING INTO THIS CONTRACT.</li> <li>THE <b>CONTRACTOR</b> IS OBLIGED TO MEET THE MONTHLY COST OBLIGATIONS INCLUDING THE PAYMENT OF SALARIES FOR THE SITE STAFF AND EQUIPMENT AND THAT NO WORK STOPPAGES WILL HAPPEN DUE TO INSUFFICIENT FUNDS OR ANY PAYMENT DELAYS BY THE <b>EMPLOYER</b>.</li> <li>THE <b>CONTRACTOR</b> TO PROVIDE THEIR OWN FIRST AIDER AND SAFETY REPRESENTATIVE FOR THE DURATION OF THE CONTRACT, THIS MEANS THAT ALL TRAINING WILL BE ASSUMED TO BE INCLUSIVE ON THE COSTS.</li> </ul>					
9.	Site Manager – working normal 08 hours.	Hr.	10 380		
10.	Site Manager – overtime working for Sundays, public holidays, standby and callouts <b>calculated at double time</b> ON AS AND WHEN REQUIRED BASIS.	Hr.	640		
11.	Site Manager – overtime working for Saturdays, standby and callouts <b>calculated at 1,5 time</b> ON AS AND WHEN REQUIRED BASIS.	Hr.	520		
12.	Site SHEQ Officer – <b>working normal 08 hours.</b>	Hr.	10 380		
13.	Site SHEQ Officer – overtime working for Sundays, public holidays, standby and callouts <b>calculated at double time</b> ON AS AND WHEN REQUIRED BASIS.	Hr.	640		

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14.	Site SHEQ Officer – overtime working for Saturdays, standby and callouts <b>calculated at 1,5 time</b> ON AS AND WHEN REQUIRED BASIS.	Hr.	520		
15.	Site Driver Waste Attendants – <b>working normal 08 hours.</b> ONLY 08 GENERAL WORKERS ARE NEEDED.	Hr.	83 040		
16.	Site Driver Waste Attendants – overtime working for Sundays, public holidays, standby and callouts <b>calculated at double time.</b> ON AS AND WHEN REQUIRED.	Hr.	2 560		
17.	Site Driver Waste Attendants – overtime working for Saturdays, standby and callouts <b>calculated at 1,5 time.</b> ON AS AND WHEN REQUIRED.	Hr.	2 080		

BELOW IS THE LIST OF ALL ITEMS AND FULLY FUNCTIONAL MACHINES NEEDED FOR THE DURATION OF THE CONTRACT AND THE *CONTRACTOR* TO NOTE THE FOLLOWING FOR BOTH THE MACHINES AND OPERATORS:

- OPERATOR RATES (*TO BE ASSUMED FULLY INCLUSIVE OF EVERYTHING NECESSARY*) AND TO BE INCLUDED FOR EACH MACHINE.
- EACH MACHINE TO BE INCLUSIVE OF MONTHLY RUNNING COSTS i.e. WET RATES E.G. FUEL, TOLL, MAINTENANCE, ETC. – BUDGET COSTS. ONLY ROADWORTHY, SOUND AND SAFE MACHINES THAT WILL BE ALLOWED ON SITE. MAJUBA P.S. OPERATES FOR 24/7.
- FLAT RATES TO APPLY FOR WEEKENDS AND PUBLIC HOLIDAYS ON MACHINES.
- THE *CONTRACTOR* IS OBLIGED TO MEET THE MONTHLY COST OBLIGATIONS INCLUDING THE PAYMENT OF SALARIES FOR THE SITE OPERATORS AND EQUIPMENT AND THAT NO WORK STOPPAGES WILL HAPPEN DUE TO INSUFFICIENT FUNDS OR ANY PAYMENT DELAYS BY THE *EMPLOYER*.
- ALL MACHINES AND THE LDV BAKKIE TO HAVE VISIBLE COMPANY LOGO AND NAME AT ALL TIMES.

NB: CONCRETE BUND WALL COSTS TO BE INCLUDED IN THE COSTS. THIS WILL BE USED TO TEMPORARY STORE 210L GREASE & OIL DRUMS AND 1000L FLOW BIN DRUM FOR A MAXIMUM OF 07 DAYS. THIS CONCRETE BUND WALL WILL BE SUBJECT FOR APPROVAL BY THE EMPLOYER AT THE COMMENCEMENT OF THE CONTRACT. THE DIMENSIONS OF THE BUND WALL SHOULD BE ABLE TO CONTAIN A MAXIMUM OF 210L DRUMS.

18.	Analysis: treatment method, sampling, testing, datasheet costs – <b>ONCE A YEAR ON AS AND WHEN REQUIRED</b> this analysis will be inclusive for the following: <ul style="list-style-type: none"> <li>• Oil and grease for disposal.</li> </ul>	Yearly	05		
19.	Cleaning and rehabilitation of the <b>AREA WHERE THE OIL DRUMS ARE KEPT</b> and surrounding area using SANBS cleaning agents <b>SUBJECT TO THE APPROVAL BY THE EMPLOYER. – ON AS AND WHEN REQUIRED.</b>	Quarterly	20		
20.	Disposal of 210L drums full of (DIRTY OIL TO EXTREMELY DIRTY OIL WHETHER FUEL OIL OR LUBRICATION OIL, WHETHER MIXED WITH WATER OR ANY CONTAMINATING AGENT LIKE PF, ETC.)	Ea.	24 000		
21.	Transportation of 210L drums and 1000L flow-bin drums full of (DIRTY OIL TO EXTREMELY DIRTY OIL WHETHER FUEL OIL OR LUBRICATION OIL, WHETHER MIXED WITH WATER OR ANY CONTAMINATING AGENT LIKE PF, ETC.) to class A landfill site. <ul style="list-style-type: none"> <li>• Averda's Class A Landfill site – Vereeniging (to and from) is used for estimations from Majuba Power Station and the estimated kilometres is +/-650 km and THIS WILL BE DONE FORTNIGHTLY PER LOAD.</li> </ul>	Km	78 000		
22.	Disposal of 1000L flow-bins drums full of ( <b>DIRTY OIL TO EXTREMELY GREASE MIXED WITH WHETHER MIXED WITH WATER OR ANY OIL TYPE OR ANY CONTAMINATING AGENT LIKE PF, ETC.</b> )	Ea	600		



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23.	Industrial type FORKLIFT to be used for loading of oil drums and flow-bins into the truck (as and when required) – <b>ONLY 01 IS NEEDED.</b>	days	1 860		
24.	Site based truck overload length including carry load of +/- 9m and or can carry a load of up-to 9500 kgs <b>ONLY 01 IS NEEDED</b> with the following specifications: <ul style="list-style-type: none"> <li>• A visible company logo.</li> <li>• Attached oil waste signs a 210L drum lifting mechanism for loading of empty and full drums around the stations to the temporary storage.</li> <li>• Attached visible hazardous oil waste signs</li> </ul>	days	1 860		
25.	Heavy duty industrial portable oil pump – this will be used to pump dirty oil i.e. lubrication oil, fuel oil and any other oil into the drums and flow bins to the temporary oil storage <b>ONLY 01 IS NEEDED.</b> MONDAY TO FRIDAY AND WEEKEND WORKING INCLUDING PUBLIC HOLIDAYS TO BE ON AS AND WHEN REQUIRED.	days	1 860		
26.	Home-work-home transport ( <b>ONLY 01 FULL TRIP PER DAY FOR HOME-WORK-HOME</b> ) for transporting the whole crew to & from work daily. And for transporting the whole crew around the Power Station, and from the Site Offices to the plant & vice-versa i.e. MONDAY TO FRIDAY AND WEEKEND WORKING INCLUDING PUBLIC HOLIDAYS.	days	1 860		

**The total of the Prices**

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KPI information -  
removal of dirty greas

**PLEASE NOTE OF THE FOLLOWING:**

- **All rates and prices will be assumed to be fully inclusive of everything necessary (such as correct machine rates, labour rates, 13<sup>th</sup> cheque bonus for the whole crew including Operators, any bonuses, any allowance, and any leave, etc.) to provide the service as described at the time of entering into this contract.**
- **THE ATTACHED SPREADSHEET ABOVE WILL BE USED FOR MONTHLY ASSESSMENT.**
- The *Contractor* to have the First Aider and Safety Representative for the duration of the contract.
- The *Contractor* is obliged to meet the monthly cost obligations including the payment of salaries for the site staff and equipment and that no work stoppages will happen due to insufficient funds or any payment delays by the *Employer*.

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- Where quantities are not specified, it will be the responsibility of the *Contractor* determine the quantities itself.
- Payment will be on actual hours worked **ONLY** not according to the contract or order number value this means that signed timesheets for both people and machines to accompany the assessment.
- No payment will be made without valid waste manifest from the disposal site and recycling site with signatures for both disposal and recycling for all waste collected – **TO BE SUBMITTED MONTHLY WITH THE ASSESSMENT.**
- Proof of PPE, safety harnesses issued, tools, consumables etc. issued with dates and signatures to accompany the invoice.
- The *Contractor* ensures stringent record keeping of all persons on site.
- Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list will be non-compliance and violation to the Contract Agreement and penalties will apply.
- The *Contractor* must comply with the labour laws, for more info, please read section 5.2 under: people restrictions, hours of work, conduct and records.
- **During outages, normal services will continue the affected plant as normal.**
- **This contract is an all-inclusive contract, the contractor needs to make provision for e.g, any overtime worked, public holidays worked, shift allowance or any other allowance where applicable, and 13<sup>th</sup> cheque etc.**
- Eating on the plant will be strictly prohibited whether it's during the day or night, the *Contractor* to transport it's people to the eating area during that time, using the same transport that is used for home-work-home.

**DOCUMENTS THAT ARE REQUIRED BY THE EMPLOYER'S FROM THE START OF THE CONTRACT THROUGH-OUT THE DURATION OF THE CONTRACT.**

These needs to be submitted to the *Employer* at the commencement of the contract, verification of the authenticity of all the documents will be conducted:

- Vehicle transportation certificates (for transportation of waste).
- Permits, licences, environmental authorisation, and air emission licence of facility / i.e. (inclusive of transfer sites if applicable).
- Proof of training with signature for employees handling waste to be submitted.
- Proof of driver transporter training with signatures for transporting waste.
- Driver training experience (minimum Of 12 months as a driver who is handling oil) with traceable references and a valid driver's licence.
- Traceability of waste from waste generator to disposer or recycler – **TO BE SUBMITTED MONTHLY WITH THE ASSESSMENT.**
- Letter of agreement between the *Contractor* and local municipality through which waste is transported (Local by-laws).
- Valid waste manifest from the disposal site and recycling site with signatures for both disposal and recycling for all waste collected – **TO BE SUBMITTED MONTHLY WITH THE ASSESSMENT.**
- Emergency preparedness and rescue plan.
- Material safety data sheet (MSDS) for all the chemicals to be used.
- Proof that all chemicals to be used does not have secondary environmental effects.
- Agreement with municipalities (dependent on route and by law of municipality).
- Valid agreement with disposal facility to dispose waste.
- Valid agreement with the recycling facility to recycle oil.
- Registration certificate for handling and recycling oil with a recognised body.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- Environmental management plan inclusive of methodology (aspect, impact, mitigation, and responsible person with contacts) appropriate procedures for the method and application.
- The *Employer* will conduct yearly audits with the *Contractor* up-to the final point where waste was disposed of or recycled.

**THE FOLLOWING MINIMUM REQUIREMENTS AND RESPONSIBILITIES WILL ALWAYS BE REQUIRED FOR THE DURATION OF THE CONTRACT TO THE FOLLOWING PEOPLE ON SITE.**

- **MINIMUM REQUIREMENTS FOR *SITE MANAGER X 01***

- **Qualification(s)**: Matric certificate and any NQF level 6 Engineering certificate.
- **Advantage**: Supervisory certificate or equivalent certificate, risk assessment training certificate, safety OHS training certificate, basic contract management and NEC3 TSC contract management competency.
- **Related minimum experience**: 05 years related experience as a Supervisor or Manager (optional).
- ✓ **Skills and Competencies**
- **Behavioral**: Integrity, honesty, trustworthiness, and professionalism.
- **Leadership**: team player, motivating teams, coaching, mentoring, and developing etc.
- **Knowledge**: Sound of Contract Management NEC3
  - Sound knowledge of business processes.
  - Sound knowledge of budgetary process.
  - Sound knowledge of power plant.
  - Knowledge of safety risk processes, systems, and practices.
- **Skills**: analytical skills, interpersonal skills, report writing skills and management skills (PC based).
- **KEY RESPONSIBILITIES FOR THE SITE MANAGER:**

The *Site Manager* will be required to report directly to the *Employer's rep.* on a daily basis as per the *Employer's* service information where he or she will do all the below work including which is as follows:

- Deliver contracts management controls, planning and administrative services.
- Manage and report on the provision of a contract management service and ensure the validation and maintenance of accurate information in the designated system.
- Initiate contract management analysis and provide reports.
- Manage and resolve contract disputes, adjudications, arbitrations and legal proceedings.
- Organize and chair any statutory meetings and ad hoc meetings on-site.
- Chair and conduct work stoppages, monthly safety, work team meetings and any other meeting (signed attendance registers with dates and venue to be kept in a file).
- Ensuring that the monthly assessments are done on the 25th of every month except that if the 25th is on a weekend, then the assessment will be done on a Monday after the weekend to avoid late payments, the assessment to be accompanied by the originals the signed proofs of all the activities that were done during the course of the month.
- Ensuring that all the statutory requirements are always up to date.
- Compiling and managing the contract's objectives and targets as per Environmental Management Commission (EMC) directive.
- Manage team performance, development of skills, knowledge and capabilities.
- Manage compliance with all Eskom and site related governance and safety, health, environment, risk and quality (SHERQ) requirements.
- Attend all the Power Station's production meetings and give feedback immediately to the *Service Manager* during daily feedback meetings.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- Attend Power Station's SHEQ meetings and any other meetings on as and when required basis and convey the message to his or her sub-ordinates immediately.
- Performing all other legitimate activities on the instruction of the *Employer* and that there is covering with full delegation during the absence of the *Site Manager*.
- **MINIMUM REQUIREMENTS FOR SITE SHEQ OFFICERS X 01**
  - **Qualification(s):** Matric certificate or N3 equivalent and National Diploma or NQF level 6 Environmental or Safety certificate.
  - **Advantage:** safety certificate, risk assessor and incident investigator.
  - **Related minimum experience:** 03 years related experience as an SHEQ Officer.
  - ✓ **Skills and Competencies**
    - **Behavioral:** Integrity, honesty, trustworthiness, and professionalism.
    - **Leadership:** team player, motivating teams, coaching, mentoring, and developing etc.
    - **Knowledge:** Sound knowledge of safety risk processes, systems, and practices.
    - Skills:** Analytical skills, interpersonal skills, and computer skills.
  - **KEY RESPONSIBILITIES FOR THE SITE SHEQ OFFICER:**

The *Site SHEQ Officer* will be required to report directly to the *Contractor's Site Manager* on a daily basis as per the *Employer's* service information where he or she will do all the below work including which is as follows:

- This Officer will work as both the Site Supervisor & SHEQ Officer.
- Facilitate multi-functional disciplinary work groups to compile risk specific Occupational Safety, Health and Environmental risk assessments and audit processes.
- Implement, enhances and maintains occupational safety, health and environmental programs within the parameters of legal requirements, ISO, OHSAS and best practice.
- Analyze and assess the business units needs with respect to Environmental, Occupational Hygiene risks, implement and monitor control measures.
- Develop, conduct and implement of safety, health and environmental audits.
- Compile accurate projections on the integrated safety risk and ensure legislative and business risks created by accidents are managed.
- Develop and advise on implementation and evaluating the lifestyle of risk management processes and projects.
- Do Quality inspections audits, evaluation and monitoring shall be carried out on all the services to ensure that the quality of work is maintained at all times.
- Development, implementation and monitoring of safety, hygiene and environmental standards and procedures.
- Correct any unsafe acts or conditions through the regular line of authority immediately.
- Maintains awareness of active and developing situations.
- Compile the monthly environmental safety report and submit it to the *Service Manager* or the *Employer's* rep.
- Attend all the statutory meetings and performing all other legitimate activities on the instruction of the *Employer*.
- Send appointments in time for all the meetings that will take place and make follow-up of appointments.
- Arrange yearly periodic medicals for the site crew in time and make sure that the gate access permits are always valid.
- Ensures that all people have received the correct personal protective equipment (PPE) for the whole team in time including the correct sizes as stipulated in the price list. The *Safety Officer* should note that the signed records with dates and etc. for issuing of any PPE should be kept in the safety file in the Power Station at all times. He or she should have a list of PPE with sizes in the file for the whole waste team.

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- Checking daily that all the people are wearing the correct PPE before performing their tasks.
- Walking the plant daily to check if the team is working in a safe environment and working safely – daily report to be submitted to the *Site Manager*.
- Ensuring that all machines are always in good and safe working condition, weekly report to be submitted to the *Employer*.
- Performing all other legitimate activities on the instruction of the *Employer*.

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

## TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS

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**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

## Service information

### 1. Description of the *service*

#### Executive overview

1.1 This is an Environmental contract where the following services is needed at Majuba Power Station for a period of 60 months:

1.1.1 Removal and transportation of dirty grease & extremely dirty oil whether fuel oil, lubrication oil or any type of oil that is used at Majuba Power Station and empty grease & empty oil drums. This dirty oil and or grease will be anywhere around the plant and will be contained in buckets, drums and or flow-bins. The *Contractor* is expected to remove all the oil drums & containers around the Power Station and safely store them temporary for collection and safe disposal or recycling in the areas will be identified by the *Employer* at the beginning of the contract. Collection and transportation of drums will happen fortnightly. The areas for the removal of contained oil and the minimum frequency at which it must be removed are defined on the scope of work and are further clarified on the scope of work break down.

Whilst waiting for collection, each drum will be kept wrapped and placed on top of a wooden pallet inside the concrete bund wall.

The *Contractor* will be required to pump oil to the 210L drums or 1000L flow-bins which will be supplied by the *Contractor* directly from the plant's bund walls or oil tanks and take it to the temporary storage till collection – **ON AS AND WHEN REQUIRED.**

Cleaning and rehabilitation of the **AREA WHERE THE OIL DRUMS ARE KEPT** and surrounding area using SANBS cleaning agents **SUBJECT TO THE APPROVAL BY THE EMPLOYER – ON AS AND WHEN REQUIRED – PLEASE REFER TO THE PRICE LIST FOR FREQUENCY.**

All defects must be attended to immediately, irrespective of the defined cleaning frequency. Any spillage of material caused by oil changes or defective plant will be viewed as part of services to be rendered.

**The Contractor is expected to provide services Monday to Friday, following Majuba Power Stations working hours and overtime or public holidays will be worked ON AS AND WHEN REQUIRED. Continuous removal of drums is expected on all areas included on the scope.**

**During outages, normal working will continue the affected plant. The Contractor shall have people on standby after hours in the event of any emergency cleaning needed.**

**This contract is an all-inclusive contract, the contractor needs to make provision for e.g, any overtime worked, public holidays worked, shift allowance or any other allowance where applicable, and 13<sup>th</sup> cheque etc.**

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****1.2 Employer's requirements for the service**

Below is the areas where the removal of drums shall take place areas and the frequency of removal to be noted by the *Contractor*:

AREA	FREQUENCY
Unit 1 to 6 Turbine Plant	Daily
Unit 1 to 6 MV, LV, DC, Diesel gen and battery rooms	Daily
Unit 1 to 6 Transformer yards	Daily
Power Station's high voltage (HV) yard	Daily
Boiler 1 all levels and mills	Daily
Boiler 2 all levels and mills	Daily
Boiler 3 all levels and mills	Daily
Boiler 4 all levels and mills	Daily
Boiler 5 all levels and mills	Daily
Boiler 6 all levels and mills	Daily
Unit 1 to 6 FFP plants	Daily
Station services areas and substations and fuel oil areas	Daily
MCW, North and South aux cooling areas and substations	Daily
Chemical services plant and surrounding areas	Daily
Any area around the Station that is not mentioned above	Daily

**1.3 Employer's documents that are required for the duration of the contract.**

The following documents will be required for this service from the *Contractor*, and they must be submitted to the *Employer* at the commencement of the contract:

- Dangerous goods vehicle transportation certificates (for transportation of waste).
- Permits, licences, environmental authorisation, and air emission licence of facility / i.e. (inclusive of transfer sites if applicable).
- Proof of training with signature for employees handling waste to be submitted.
- Proof of driver transporter training with signatures for transporting waste.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- Driver training experience (minimum Of 12 months as a driver who is handling oil) with traceable references and a valid driver's licence.
- Traceability of waste from waste generator to disposer or recycler – **TO BE SUBMITTED MONTHLY WITH THE ASSESSMENT.**
- Letter of agreement between the *Contractor* and local municipality through which waste is transported (Local by-laws).
- Valid waste manifest from the disposal site and recycling site with signatures for both disposal and recycling for all waste collected – **TO BE SUBMITTED MONTHLY WITH THE ASSESSMENT.**
- Emergency preparedness and rescue plan.
- Valid safety disposal certificates (SDS) to be submitted monthly.
- Material safety data sheet (MSDS) for all the chemicals to be used.
- Proof that all chemicals to be used does not have secondary environmental effects.
- Agreement with municipalities (dependent on route and by law of municipality).
- Valid agreement with disposal facility to dispose waste.
- Valid agreement with the recycling facility to recycle oil.
- Registration certificate for handling and recycling oil with a recognised body.
- Environmental management plan inclusive of methodology (aspect, impact, mitigation, and responsible person with contacts) appropriate procedures for the method and application.
- The *Employer* will conduct yearly audits with the *Contractor* up-to the final point where waste was disposed of or recycled.

**1.4 Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning to the abbreviation
PTW	Permit to Work
SOW	Scope of Work
PPE	Personal Protective Equipment
KPI	Key Performance Indicator
OBL	Outside battery limits

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****2 Management strategy and start up.****2.1 The Contractor's plan for the service**

At the commencement of the contract, the *Contractor* is expected to submit a detailed plan to the *Employer* within 14 days including weekends. Thereafter the *Employer* requires daily planning in formal writing from the *Contractor* for each activity, including overtime which will be at the cost of the *Contractor*. Any activity that takes longer than one normal shift must be planned in detail. The planning must be available and agreed to by both parties by 15h30 daily.

The *Contractor* implements a planning system for daily and detail project/activity planning. A weekly progress report to be sent by the *Contractor* to the *Employer* via email. The *Contractor* obtains the *Service Manager's* acceptance for the system.

The *Employer* has existing databases and planning systems, the *Contractor* may in conjunction with the *Employer* liaise with the *Employer* to acquire information about the system.

**2.2 Management meetings.**

The Employer - Eskom is applying a workflow management system and the *Contractor* will be expected to attend meetings and provide feedback and maintenance plans as required. Below regular meetings of a general nature will be convened and chaired by the relevant people for the duration of the contract. The *Contractor* to note the importance and seriousness of these meetings are compulsory and all the mentioned people to attend them.

TITLE AND PURPOSE	APPROXIMATE TIME & INTERVAL	LOCATION	ATTENDANCE BY:
<b>Contract Management Meeting:</b> Overall contract progress and feedback. This will include plant walks	Fortnightly - 13h00 to 10h00	OSSD offices.	<i>Contractor Owner, Supervisor, Employer's rep, Contractor's SHEQ Officer and Safety rep.</i>
Assessments	25 <sup>th</sup> of every month - 13h00 to 14h00	OSSD offices.	<i>Employer's rep, Contractor's Site Manager</i>
Partners SHE meeting	Monthly date and time to be communicated by Safety Department	To be communicated by Safety Department.	<i>Contractor SHEQ Officer, Contractor SHE rep and Contractor Site Manager</i>
Safety talks: information sharing on the past incidents	Thursdays - 07h00 to 08h00.	Contractor's boardroom	All Contractor's staff
Production meeting	To be communicated by the <i>Employer</i>	To be communicated by the <i>Employer</i>	<i>Contractor Site Manager</i>
Work team sessions	Every last Thursday of the month – 07h45 to 08h15	Contractor's boardroom	All Contractor's staff
Outage meeting	To be communicated by the <i>Employer</i>	To be communicated by the <i>Employer</i>	<i>Contractor SHEQ Officer and Contractor Site Manager</i>

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

Feedback meetings and toolbox talk	Daily - 07h00 to 7h30	Contractor's boardroom	All Contractor's staff
Employer's plant feedback meeting	To be communicated by the Employer	OSSD boardroom	Employer, Contractor SHEQ Officer and Contractor Site Manager

**Meetings**

All meetings will be chaired and co-ordinated by the relevant people. Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the *Service Manager* by the person conveying the meeting within five (05) working days after the meeting.

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 (05) 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. Records of these meetings shall be submitted to the Department that requested the meeting and copy the *Service Manager* by the person convening the meeting within five days of the meeting. ANY OTHER MEETING THAT IS NOT SPECIFIED ABOVE, THE CONTRACTOR TO INFORM THE EMPLOYER AT LEAST ONE (01) DAY BEFORE THE SITTING OF THE MEETING.

**2.3 Contractor's management, supervision, and key people**

An organogram to be supplied by the contractor depicting resources for the following functions:

- Competent *Supervisors, Site Safety Office* and *Drivers* with all the skills as in point 1.3 of the service information.
- Staff needed for the day-to-day operation of machinery such as generators pumps and any other equipment needed. These people need to be trained and competent. Certificates supplied by contractor.
- General labourers to carry out other duties such as manning the fire hoses etc.

**2.4 Contractor's management, supervision and key people.**

The *Contractor* shall supply the contract organogram of all names and surnames, addresses, contact details, at least 02 next of kin names, surname & cell number, lines of authority and roles of all employees involved in the contract. Should there be any changes, the *Contractor* to submit changes to the *Service Manager* within 07 working days after changes have been made.

The *Contractor* will be required to ensure the following throughout the contract:

- That he provides constant services in all areas where work is being performed.
- The *Employer's Rep.* must approve in writing any change to staff structure including names and after such approval, the *Contractor* shall submit an updated staff structure to the *Service Manager*.
- ***The Contractor Employees to be visible on the plant at all times to ensure work is carried out safely and according to the requirements of the works information.***
- The *Contractor* ensures that before any work is carried out does the necessary risk assessments and informs his staff of what is to be done and ensures the work can be carried out safely.
- It is the responsibility of *Contractor's Site Supervisor* to always inform the *Service Manager* when he or she plans to be off-site for any reason in writing via email or cell-phone small message service -

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

SMS (in cases of any type of leave, leave forms thereafter to be signed and approved by the *Service Manager* depending on the type of absence from site).

- The *Contractor* ensures that his staffs is always available and visible in the plant to deliver their daily activities services as per the people restrictions, hours of work, conduct and records in section 5.2.

**2.5 Documentation control.**

All correspondence between the *Contractor Owner*, the *Service Manager* and the *Site Supervisor* will be done in writing following these rules.

- All work planning, letters etc. bears the sender's signature.
- **All letters to have a valid company logo or letter head.**
- Letters follows the numbering scheme described in point 9.
- Correspondence sent via E-mail:
- Call for service requests will be done via email or portable phone communication as it will be an everyday thing, the won't be a need for writing a letter.
- **Sender:** The letter is saved in PDF format and sent as an attachment to the receiver.
  - The email Subject field contains only the doc reference number as described in point 9.
  - The e-mail body may contain informal text but is not contractually binding.
- **Receiver:** The receiver replies to the e-mail or portable phone communication received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the letter in PDF format. In his reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt". This acknowledgement of receipt is contractually binding and serves as proof that the letter was delivered to the receiver's address (Core Clause 13.2).  
When a reply to a letter is required, e.g. "Acceptance of documentation" the receiver now becomes the sender and the procedure under for 3 a. and b. is followed with the receiver writing a new letter with a new reference number as described under point 9.
- Correspondence delivered by hand:
  - **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.
  - **Receiver:** The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender.
- Correspondence by fax:
  - **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax.
  - **Receiver** - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.
- Correspondence via messaging small message service - WhatsApp or SMS. will be accepted.
  - **Sender:** The *Site Supervisor* sends a messaging small message service before 08h00 to the *Service Manager* informing him or her leave to be taken.
  - **Receiver:** The *Service Manager* responds back to the *Site Supervisor* via the messaging small message service.

No other forms of correspondence are acceptable, nor will it be deemed contractually binding.

All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.

- Correspondence numbering scheme
  - *Service Manager* - The numbering of all formal correspondence from the *Service Manager* or *Site Supervisor* or *Site Administrator* starts with a prefix ACH-E followed by the correspondence number 0001, 0002 etc. Example: IC -E-0001.
  - *Contractor* - The numbering of all formal correspondence from the *Contractor* starts with a prefix CH-C followed by the correspondence number 0001, 0002.....etc. Example: IC-C-0001.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****2.6 Provision of bonds and guarantees**

N/A

**2.7 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to Finance Department, Majuba Power Station Finance department and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number, order 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;

Payment will be based on services rendered as in the pricing list.

The *Contractor* supplies an invoice on the agreed format with details as above to financial accounting. Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 45 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections. All outsourced invoices must show the *Contractor's* order numbers. The assessment must show all the lines as loaded on the SAP system. The *Contractor* keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the *conditions of Contract*. The *Contractor* supplies copies with each assessment.

For any outsourced scope of work the *Contractor* provides motivation to the *Service Manager* for acceptance prior to commencement of work.

**2.8 Contract change management**

N/A

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

N/A

**2.10 Insurance provided by the *Employer***

N/A

**2.11 Training workshops and technology transfer**

N/A

**2.12 Design and supply of Equipment**

N/A

**2.13 Things provided at the end of the *service period* for the *Employer's* use****2.14 Equipment**

N/A

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****2.15 Information and other things**

All documentation supplied by the *Employer* as well as all documentation filed by the *contractor* such as time sheets, legal documentation, removal certificates, safety documentation (toolbox talks) and disposal certificates where used, must be submitted to the *Services Manager* at the end of each works.

**2.16 Management of work done by Task Order**

All additional work requested by the *Service Manager* will be done by issuing a task order. This may include emergency work as well as hiring of equipment. The Contractor needs to supply the *Service Manager* with the contents of the Task order. This must include the description of the work, price list as well completion date. After consultation the Service Manager will issue the task order.

**3 Health and safety, the environment and quality assurance****3.1 Health and safety risk management**

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

**3.1.1 SAFETY:**

- The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.
- The *Contractor* complies with the *Employers* Plant Safety Regulations.
- The *Contractor* complies with the Safety, Health & Environmental Procedure for *Contractors* SPSE003.

**3.1.2 Safety Plan**

The *Contractor* maintains a safety plan in accordance with the OHSAct.

The *Contractor* provides safety statistical information on a weekly basis to the *Service Manager*, every Wednesday. Details of the reporting format and information required are obtained from the *Service Manager*.

**3.1.3 Standard Isolation Procedure**

The *Contractor* designs a standard isolation procedure for the use of his workforce which will be submitted to and accepted by the *Service Manager* 01 week before the *possession date* of the Plant. This will serve as a training and reference guide. The purpose is to impress upon his workforce the importance of safety in preventing injury to personnel or damage to plant. The safe start up and shut down sequences and step-by-step isolation sequence must be listed in the procedure, in-line with the *Employer's* Plant Safety Regulations and requirements.

**3.1.4 Permit-to Work Arrangements**

The *Contractor* operates under the Permit-to-Work system with lock-out facilities in accordance with the *Employer's* Plant Safety Regulations where needed.

**3.1.5 Safety System**

The *Contractor* will operate and maintain the prescribed safety system by the *Employer*. There will be a 'as-and-when required' compliance SHE audit done by the *Employer's* Safety Risk Department.

**3.1.6 Personal Protective Equipment**

The *Contractor* supplies, maintains and ensures that his personnel at all times wear the relevant branded personal protective equipment as required for each task. Only SABS approved safety equipment is allowed to be used as in the pricing list.



**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****3.1.7 Plant Safety Regulations of the *Employer***

- The *Contractor* shall conform to the *Employers* Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
- The *Employer's Rep.* will apply for permit for the cleaning operation.
- The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations and Operating Regulations for High Voltage Systems to the *Contractor*.

**3.1.8 Health and Safety Arrangements**

- The *Contractor* must ensure that all his personnel attend the *Employers* Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department. Arrangements are to be made with Safety Risk Management through the *Service Manager* by the *Contractor*.
- Where new staff members join the contractors crew they need to attend the induction course and the safety file updated accordingly before they start work.
- The *Contractor* shall comply with the guidelines set out in the *Employers* Safety Manual. The sheet on the first page must be completed by the *Contractor* and submitted to the *Service Manager* before starting any work. This sheet will be valid for the duration of the contract.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* work place or site yard and the working areas to ensure that tools; machinery and equipment comply with the *Employers* minimum safety requirements.
- The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

**3.1.9 Fire Precautions**

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Fire fighting equipment must remain accessible at all times.
- In case of fire, the *Contractor* reports the location and extent of the fire to the *Employers* Electrical Operating Desk at extension 5222.
- The *Contractor* takes the necessary action to safe guard the area to prevent risk to plant and personnel and the spreading of the fire.
- The *Contractor* takes the necessary action to prevent any veld fires from starting.

**3.1.10 Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Employer's rep.* must be informed immediately of any medical or disabling injury and within 24 hours of any first aid treatments. Any damage to plant and equipment with risks to production must be reported to the *Service Manager* immediately. Any damage to plant and equipment with no risks to production must be reported to the *Service Manager* within 24 hours.

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

**3.1.11 Occupational Health and Safety Act 85 Of 1993 – SECTION 37**

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

- The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.
- The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* shall appoint a person who liaises with the *Employers* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:
  - Supply the *Employers Safety Officer* with copies of minutes of all Health and Safety Committee meetings, whenever required.
  - Supply the *Employers Safety Officer* with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employers Safety Officer* of any changes thereto.
- The *Employer* may, at any stage during the duration of this contract:
  - Perform safety audits at the *Contractor's* premises, its work place and its employees;
  - Refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
  - Issue the *Contractor* with a stop work order or a compliance order should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act and all Regulations made there under as well as the entire *Employer's* Safety and Operating Procedures.
- Any stop work order resulting from the stipulations of the above going clause is not a compensation event. Furthermore, no reasonable amendments to the act or the Regulations or to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

**3.1.12 Radiation protection**

N/A.

**3.1.13 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 the safety data sheet with sufficient information 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 *Contractor* to request the supplier to supply the information for all hazardous chemicals to be used for the *works*. If the information is not available the items are not be allowed on site. All the hazardous chemical substances must be on register in the store with the relevant safety data sheets. This applies to items supplied by the *Employer* as well.

**3.1.14 Environmental management**

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

**3.1.15 Housekeeping**

The *Contractor's* equipment does not impair the operation of the plant or access to the plant.

**3.1.16 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B

- Environmental regulations to be strictly adhered to as well as Majuba policies and procedures.
- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 6.1 of the Operating and Maintenance manual.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- 3.2.1 To protect the *Employer's* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.
- The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides ("weed killer").
- Environmental criteria and constraints as listed below:

<b>Environmental Impact</b>	<b>Safeguards &amp; Actions</b>
<b>Noise Pollution</b>	All care and due diligence will be taken to prevent or minimise noise impacts on the community.
<b>Water Pollution</b>	All care and due diligence will be taken to minimise or prevent pollutant material such as oil and fuel, entering waterways and subsurface water.
	All pumped slurry must be controlled and any leakage should be fixed at once. Rehabilitation of effected areas required.
	Material, fuel and oil, will be stored in an impervious bunded area.
<b>Soil Disturbance and Erosion</b>	Erosion and sediment control measures will be implemented and maintained to prevent sediment moving off site and sediment laded water entering the water course or any drainage lines.
	Disturbed areas that have potential to cause erosion will be stabilised and/or re-vegetated. Care must be taken to fix leaks at once to prevent erosion of dam walls.
	Prevent sediment and/or mud from being tracked onto road.
<b>Flora &amp; Fauna Disturbance</b>	Where vegetation is removed, stockpile sites will be managed to prevent impacts.
	All removed vegetation to be disposed of correctly and quantified.
<b>Air Pollution</b>	All care and due diligence will be taken to minimise or prevent air pollution.
	Any vehicle transporting waste or other materials that may produce odours or dust must be covered during transportation.
<b>Community Consultation</b>	Community notification will be undertaken when works are likely to cause dust or offensive noise to impact on the public and nearby residents.
	Community notification will be undertaken before works are scheduled to commence outside normal working hours.
<b>Visual Impact</b>	Stockpiles should not be stored at a height that has the potential to cause visual impact.
<b>Waste Management</b>	Stockpiles and waste material will not be left on site.
	All material stockpiled that will not be reused or recycled will be disposed of in an appropriate manner such as a licensed landfill. All disposal certificates to be filed and presented to the <i>Employer</i> on request.
	The work site will be left and kept tidy.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****3.2.2 LAND MANAGEMENT****3.2.2.1 Veld fires**

The *Contractor* takes all precautions to prevent fires. A veld fire management plan, reporting etc., is submitted to the *Service Manager* 2 weeks after the Contract Date for acceptance.

**3.2.3 Relevant Legislation**

The following is a list of some of the relevant legislation and other environmental documents at the time of the compilation of this document:

- **South African Acts:**

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

- **Subsequent amendments to any of the above Acts are also implied.**

ii) Eskom Policies and Procedures:

- ESKPBAAD6 Environmental Management Policy
- ESKPBAAA9 Environmental Impact Assessment
- ESKPVAAL7 Environmental Impact Assessment
- ESKPBAAA3 Air Quality Management Policy
- ESKPBAAD4 Herbicide Management
- ESKASAALO The Safe Use of Pesticides and Herbicides
- ESKPBAAA8 Energy and Environmental Policy and Strategy
- ESKPBAAAC4 Waste Management Policy and Strategy
- ESKPBAAA6 Coal Utilization
- GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
- ESKADAAJ4 Water Management Policy
- ESKADAAJ5 Waste Management Policy
- ESKADAAP7 Investigation of Major Incidents
- GGS0350 Generation Fire Risk Management

**3.2 Quality assurance requirements**

Quality management shall comply with the Employers standard GGS0462 –Quality requirements for engineering and construction works and ISO 9001.

The *Contractor* will be required to have the necessary Quality Control Plans with the work Packages for each job activity pertaining to this Scope of Supply.

Quality Assurance will be monitored by the *Employer's* representative and feedback to be given weekly at the meeting.

**4. Procurement****4.1 Minimum requirements of people employed.**

All people used for the service will be properly trained and authorised according their positions. The *Service Manager* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****4.2 BBBEE and preferencing scheme.**

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned ( BWO ) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

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

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

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

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

**4.4 People****4.4.1 Minimum requirements of people employed.**

All people used for the service will be properly trained and authorised according to their positions as in the technical evaluation criteria and price list. The *Service Manager* or *Employer's rep.* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

**4.4.2 BBBEE and preferencing scheme.**

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned ( BWO ) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

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

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

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[Insert the agreed ASGI-SA Compliance Schedule here]

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.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****4.5 Subcontracting****4.5.1 Preferred subcontractors.**

Preference whenever possible on all sub-contracting work shall be allocated to BWO's, SMM's and BEE's. The *Employers* definitions for these categories of companies apply. The *Employer* will monitor closely the sub-*Contractor* and the sub-*Contractor's* safety file to be valid at all times.

**4.2.2 Subcontract documentation, and assessment of subcontract tenders.**

The *Contractor* submits a detailed list and proposed contract data of subcontractors to be used, including labour hire and closed corporations with their tender for approval.

If new sub-*Contractors* are going to be used during the contract duration their details need to be supplied to the *Service manager* for approval before they are used.

**4.2.3 Limitations on sub-contracting.**

The utilisation of labour and sub-contractors of the local community is recommended.  
Take note that no labour is to be hired at Majuba Power Station and Majuba Security gates.

**4.2.4 The *Employers* sub-Contractors.**

Sub-*Contractors* used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Sub-*Contractors* may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

**4.5.2 Subcontract documentation, and assessment of subcontract tenders.**

The utilisation of labour and sub-contractors of the local community is recommended.  
Take note that no labour is to be hired at Majuba Power Station and Majuba Security gates.

**4.5.3 Limitations on sub-contracting.**

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Subcontractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

**4.6 Plant and Materials****4.6.1 Specifications**

The integrity of all the services offered by the *Contractor* must not be affected.

**4.6.2 Correction of defects**

Where the integrity was affected and damage is evident caused by the *Contractor*, the *Contractor* will be liable and held responsible for the repairs to the *Employer's* satisfaction.

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

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

All plant and materials required by the *Contractor* to be supplied by the *Contractor*.

**4.6.4 Tests and inspections before delivery**

N/A

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

The *Employer* does not supply anything for the works.

**5 Working on the Affected Property****5.4 *Employer’s* site entry and security control, permits, and site regulations.**

- The *Contractor* applies for access permits (*Contractor’s* Permit) to the *Employer’s* Rep. The *Contractor’s* personnel shall be required to be in the possession of a *Contractor* Permit at all times.
- All *Contractor* personnel shall be issued with a access permit card - *Contractor* Permit card which will contain the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site during or after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 48 hours prior to entering the Security area. This list must be delivered to the *Service Manager*. The list identified with the *Contractor’s* name, is to contain the following information:
  - Employee Name.
  - Employee ID Number.
  - Eskom Safety Co-ordinators signature.
  - Eskom Service Manager’s signature.
  - Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form appended to the *Contractor’s* Safety Manual.
- To speed up the process of gaining access to the Site, the *Contractor* must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special tool and equipment list form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site during or after completion of the works. Any item on site without this approved list will be deemed to belong to the *Employer*.
- The *Contractor’s* visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the *Contractor’s* Supervisor and approved by the *Employer*, one day before the visit and submitted to the *Employer’s* Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor’s* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles will be allowed on Site. The *Contractor* provides vehicle application to the *Service Manager* for acceptance.
- The *Contractor* will be limited to the *working areas* associated with the *works*. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly prohibited, except for loading proposes.
- No recruiting of casual labour may be done on Eskom premises, including the area outside the security gates.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****5.5 People restrictions, hours of work, conduct and records.**

There are no restrictions on the working hours. The *Contractor* will be required to supply a service that covers a 24 hours per day 07 days a week for the works as per the works information.

For any planned overtime requirements on the cleaning activities, approval must be granted in writing by the *Service Manager or the Employer's Rep.* prior to work commencing otherwise no overtime will be paid. The *Service Manager or the Employer's Rep.* determines which skills are required during the weekend or other overtime requirements. Where callouts are concerned, and emergency overtime is required it is reported first thing the following morning to the *Service Manager or the Employer's Rep.* The *Contractor* must manage the overtime so as to ensure no unnecessary overtime is worked and abused and the legislated maximum (60 hrs.) is not overrun.

The *Contractor* is required to have trained First Aider and Safety Representative to deal with incidents and especially where after hours working is required and the Majuba Medical Centre Staff is not on site.

**5.2.1 Normal Working hours:**

The *Contractor* will follow Majuba Power Station's working hours where working conditions must comply with the labour laws. The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.

**5.2.2 Standby Requirements - unplanned overtime:**

This Contract will require staff to be available after normal working hours -unplanned overtime. The *Contractor* will be required to have a standby team available throughout the term of the contract on a weekly basis (52 weeks per year) depending on the work to be performed.

The duration per call can be calculated on an 08 hour basis and 08 call outs per month; however the durations and frequency will vary depending on the work required to be done. The *Contractor* takes note that the callout will depend on the nature of work and it may not require all people at the same time and hours worked will be booked per call.

- Operating shifts personnel or Ops Support Supervisor will notify the *Contractor* of any emergency/call out
- *Contractor* will respond to on site within 01 hour.
- *Contractor* employees should request to see the defect on arrival.
- *Contractor* employees to get instructions from Operating shifts personnel or Ops Support Supervisor and sign in on the call out register.
- After the work is completed, *Contractor* employees should go back to Operating shifts personnel or Ops Support Supervisor to sign out on the call out register.
- The *Contractor* is obliged to perform duties as outlined in this contract at all times, including overtime and call outs.
- Signed call out registers, together with the defect to be submitted to the *Service Manager or Employer's Rep.* on the following day after the call out was done.
- No unsigned call out registers will be accepted by the *Service Manager or Employer's Rep.*

**5.6 Health and safety facilities on the Affected Property**

The *Employer* does have a Medical centre on site with an ambulance service and trained medical personnel in case of emergencies.

Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

**Note****Intoxicating substances:**

**No alcohol will be allowed on site. Any person found in possession or under the influence (more than 0 as Majuba's standard is zero tolerance) of any intoxicating substance will be removed by the Contractor.**



**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****5.7 Environmental controls, fauna & flora**

The *Contractor* adheres to all Environmental legislation.

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

The *Contractor* will have to interface with others during his contract period and is required to co-operate with the Eskom personnel and or other *Contractors*.

**5.9 Records of *Contractor's* Equipment**

The *Contractor* will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheets. This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

**5.10 Equipment provided by the *Employer***

The *Employer* will provide no equipment but in an emergency the *Contractor* can discuss with the *Employer* certain needs for assistance.

**5.11 Site services and facilities****5.11.1 Provided by the *Employer***

- Power reticulation on some of the sites limited to 380V - 100As. This will be available in emergency only.
- Potable water to the site.
- The *Employer* will supply an area for site establishment in some areas if needed.

**5.11.2 Provided by the *Contractor***

- *Contractor* to provide all tools, equipment, machinery, stationery and site office as in the price list.
- The *Contractor* shall ensure that the people on shift have reliable communication with the *Employer's* representative.
- All vehicles, machinery, electrical supply in the form of generators and other equipment needed for the works. All equipment will be registered and all drivers to be authorised.
- The *Contractor* supplies all fuel and all other consumables.
- The *Contractor* arranges his own accommodation for his staff.
- The *Contractor* arranges his own security.
- Site office and locker room.

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

- Control of above to be done to prevent any negative influence to others as well as the community.

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****6.1 Constraints on how the *Contractor* Provides the Works****6.1.1 Plant Safety Regulations**

The *Employer* shall, on request from the *Contractor*, isolate required plant from all sources of danger as described in the Plant Safety Regulations.

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

The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Worker's Register prior to working on the plant.

**6.1.2 Power supply arrangements**

The *Contractor* must provide his own portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

*Contractors'* Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought on site shall have a certificate of compliance issued by an accredited person.

The *Contractors'* Electrical Distribution Boards must be installed at a time negotiated with the Contract Manager, or prior to the possession date. Distribution boards will be connected to a 380V three phase AC power supply by the *Employer*, only after the *Contractor* has submitted the valid certificate of compliance.

All *Contractors'* Electrical Distribution Boards must be earthed to the steel structure of the plant.

**6.1.3 Security arrangements**

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

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

The list, identified with the *Contractor's* name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Ops Support Manager signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

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

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

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

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

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

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

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

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

**6.1.4 Transport**

The *Contractor* will be responsible for his own transport on site as well as for standby purposes. No passengers will be allowed on the back of a LDV (bakkie) even if fitted with a canopy. Vehicles must be equipped with safety belts for the driver as well as for all passengers.

**6.1.5 Qualifications and experience**

The *Contractor's* supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable to execute the scope of work.

**6.1.6 Requirements for the programme**

Programming and planning will be done on a daily basis between the *Employer* and the *Contractor*. The Daily plan will include corrective and planned maintenance schedules.

When a particular task requires pre-planning, the *Employer* may request a programme from the *Contractor*. The programme to be submitted must be in the form of a logical network (clearly indicating all predecessors and successors of activities), which includes all the activities specified in the scope of work, indicating at least the following:

- the hour duration of each activity,
- the working calendar (number of work hours per day, days per week),
- all known interfaces with other activities of the *Employer* or Others, including scaffolding, lagging, electrical and instrumentation work.

Updating of the plan for the works will be done Daily; more regular updating may be required. The *Employer* will be entitled to change the plan at any time as and when other tasks take precedence.

An activity for which a Corrective or Planned maintenance schedule has been issued, will only be recorded as complete when the form issued for this activity, is returned to the *Employer*, complete with all the relevant detail and signatures.

**6.2 Services and other things provided by the *Employer***

This section describes what the *Employer* is to supply specifically for the purpose of the works.

The *Contractor* is to supply everything else required to provide the works.

**6.2.1 Spares, tools, consumables and PPE**

Unless where otherwise indicated all lubricants will be supplied free by the *Employer*.

The *Contractor* will be responsible for all free issue material control functions, including but not limited to receipt, checking, offloading, taking temporary possession and proper storage of all materials, as well as returning any unused or refurbish able items to the Supervisor

The *Contractor* supply all tools, equipment and consumables needed to maintain the plant. The *Employer* will supply tools in exceptional cases (chain & lever hoists etc.) with the authorisation of the Workshop Supervisor or Ops Support Manager.

The *Contractor* supply and maintain all personal protective equipment (PPE) to his employees free of charge. The *Contractor* ensures that all PPE are in a good state and will immediately replace defective or in-efficient PPE. All PPE issued to the *Contractor's* employees shall bear the SABS mark of approval.

**6.2.2 Use of the *Employer's* Equipment**

If the *Contractor* requires use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane age, it must be requested via the supervisor.

The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.

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The *Contractor* will be responsible for the repair, replacement or correction as necessary of any and all items of plant and / or materials supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.

The *Contractor* Site Manager must ensure that any one of his employees or Subcontractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Employer*.

**6.2.3 Accommodation and catering**

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

The *Contractor* or any of his employees or subcontractors will not be allowed to use the *Employer's* dining facilities.

The *Contractor* or any of his employees or subcontractors may buy take away meals from the fast foods outlet on Site.

**6.2.4 Office and Toilet Facilities**

The *Employer* will provide the *Contractor* access to toilet facilities.

**6.2.5 Medical Facilities**

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

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

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

**6.2.6 Refuse Disposal**

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

The *Contractor* will be responsible for refuse bins for his own site.

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

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

**6.3 Constraints on how the *Contractor* Provides the Works**

The *Contractor* is expected to have authorised supervisors and Responsible Persons as per the Plant Safety Regulations.

Recovered coal from coal conveyors cannot be loaded onto a running coal conveyor by hand using spades. Safety regulations must be adhered to and a permit to work will be required for such work, unless the *Contractor* possessed special equipment to load recovered coal onto a running conveyor that is approved by ESKOM for such utilisation.

Spilled ash from conveyors or chutes cannot be loaded onto a running conveyor by hand using spades. Safety regulations must be adhered to and a permit to work will be required for such work, unless the *Contractor* possessed special equipment to load recovered coal onto a running conveyor that is approved by ESKOM for such utilisation.

Recovered coal from the mills must be taken to the bunkers on coal stock yard provided the coal is not contaminated. If contaminated it must be taken to ash dump. Ash dump and coal supervisors must be notifying prior to dumping

Recovered coal that cannot be readily return to the coal conveying system, e.g. coal recovered from lower levels and ground levels must be returned to the coal stockyard by the *Contractor's* own means and on the *Contractor's* own cost, except if the recovery results from a spillage that is defined as a compensation event.

Accumulation of coal and ash over a period of time will not be regarded as a compensation event.

Cleaning to running conveyor belts is limited to activities that will not endanger the *Contractor's* employees in any way, e.g. no part of the body must come in close proximity of a running belt. Safety regulations must be adhered to and a permit to work will be required for more intrusive work, unless the *Contractor* possessed special equipment to perform cleaning activities onto a running conveyor that is approved by ESKOM for such utilisation.

Contractor not allowed to put his body inside the vessels, pipes, confined spaces, tube without a permit to work, proper risk assessment, gas test, environment certificate, signed register and under supervision of the supervisor

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The Service Provider will be responsible for his own transport. No passengers will be allowed on the back of a LDV even if fitted with a canopy.

The *Contractor* is further expected to liaise daily with the operating *Contractor* to plan his work so as to optimize the availability of the plant.

The *Contractor* will have representation in the prioritisation meeting as well as in the safety meetings

The *Contractor* shall issue new respirators and dust masks (FFP2 V) to his employees when it is no longer effective.

All PPE and masks must be SABS approved.

The *Contractor* shall provide suitable facilities (e.g. lockers, containers for change rooms and dining facilities) for his employees.

The Contractor shall provide to his employees all PPE and tools required e.g. Overhauls, hard hats, ear protection, safety goggles, safety harnesses where required, gloves, safety boots, raincoats, gumboots, flashlights, head lights, working lights, two-way radios.

Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

**6.3.1 Low performance damages**

DESCRIPTION	EMPLOYER'S REQUIREMENT	DAMAGES PAYABLE BY CONTRACTOR
Approval of safety plan	Approval ASAP after contract award or within 01 (one) week of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	R500-00 per day without an approved safety file.
Approval of Quality Management System	Within 06 (six) weeks of contract start date.	R500-00 per day without an approved quality management system in place.
Authorisation of Supervisors as Responsible Person (RP) as per PSR.	Within 06 (six) weeks of contract start date 01 (one) person per shift must be authorised as an RP for cleaning.	R1 000-00 per incident that an authorised RP is unavailable on a shift, leading to inability to clean.
Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must start within one hour.	R500-00 per occurrence.
Contract defect (NCR) raised 3 times in 6 weeks.	<i>Contractor</i> cleans as per the scope of work.	R1 000-00 per occurrence.
Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	R1 000-00 per occurrence.
Uncompleted CM/PM/Statutory PM	CM/PM/Statutory PM must be done and be completed as per the schedule	R 1 000-00 per occurrence
Unclosed defected	Defected must be closed within required period as per the procedure	R500-00 per occurrence on level 2-3 defects, R1 000-00 per occurrence on level 1 defect

### 6.3.2 Contractor's skills and other requirements

- The *Contractor* will provide trained personnel for the implementation of all work.
- All Qualifications of *key personnel* to be forwarded before Contract is awarded.
- The *Contractor* will ensure the *Employer* can contact him at any time. The *Contractor's* supervisors on shift will carry two-way radios to facilitate quick response, with Outside Plant Control room.
- Two-way radios are provided by the *Contractor*.
- *Contractor* to supply flashlights to all his employees and ensure it is in working order throughout the contract duration. Batteries and globes are for the *Contractor's* own account.
- *Contractor* to provide the necessary PPE for their employees. All PPE must bear the SABS mark of approval.

- Eskom is currently implementing Workflow Management. Workflow Management in principle is a business protocol of best international practises. In order to implement and maintain Workflow Management successfully, participation will be needed from the *Contractor* and thus is such participation compulsory for this contract.
- The *Contractor* needs to establish a Technical Administrative support function within the *Contractor's* organisation in order to participate in Workflow Management.

- GGM1490: Routine Work Management Manual
- GGM1539: Leading Metrics Manual
- Majuba Expectation Letters

  

- As the Leading Metrics Manual dictates future KPI's, e.g. manpower utilisation is one KPI that will be measured. The support function must thus be capable to align the *Contractor's* organisation with the requirements of Workflow Management.
- The implications for the above example are that actual working hours must be accurately booked onto Eskom's work orders and that work should be done without a work order that is released for execution.

#### 6.4 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.

[illegible]

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****6.5 Specifications and legal documentation as attached in disc supplied**

Specific environmental legislation to adhere to are:

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

Subsequent amendments to any of the above Acts are also implied.

ii) Eskom Policies and Procedures:

- ESKPBAAD6 Environmental Management Policy
- ESKPBAAA9 Environmental Impact Assessment
- ESKPVAAL7 Environmental Impact Assessment
- ESKPBAAA3 Air Quality Management Policy
- ESKPBAAD4 Herbicide Management
- ESKASAALO The Safe Use of Pesticides and Herbicides
- ESKPBAAA8 Energy and Environmental Policy and Strategy
- ESKPBAAAC4 Waste Management Policy and Strategy
- ESKPBAAA6 Coal Utilization
- GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
- ESKADAAJ4 Water Management Policy
- ESKADAAJ5 Waste Management Policy
- ESKADAAP7 Investigation of Major Incidents
- GGS0350 Generation Fire Risk Management
- GEM BULLETIN 5 Problem Plant Species on Generation Sites.

**PART 4: ATTACHMENTS**

**ATTACHMENT A:     Health & safety**

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS****7 REQUIREMENTS AND RESPONSIBILITIES**

Eskom, as the *Employer* in terms of section 8 of the OHSA, has the overall accountability and responsibility for the health and safety of all persons involved during construction work. This is managed by means of various agreements, which are part of the interpretation of this procedure, as required in terms of section 37.1 of the OHSA. In this capacity Eskom must ensure that employees have their OHSA duties explained to them.

**7.1 Client (Eskom)**

The client may appoint an agent on a site and project specific basis to act on its behalf in terms of the duties and responsibilities imposed on the client in terms of legislation and this procedure. This appointment shall be properly documented.

The Client shall ensure that the Agent it appoints has the necessary competence and resources to perform the required duties and when appointed shall take the responsibilities imposed on the Client by the Construction Regulations and where applicable by this procedure.

**7.1.1 The Project Managers shall:**

- As far as is reasonable and practicable develop a comprehensive project plan that includes reference to all SHE issues.
- Ensure that designers are made aware of their roles and responsibilities.
- Where applicable, provide to the designer:
  - Eskom-specific SHE criteria to be applied to the designs.
  - Environmental Impact Assessment report.
  - Geo-science technical report.
- Ensure that the project team conduct a baseline site-and project-specific risk assessment in relation to all relevant hazards.
- Prepare and provide the SHE specifications that shall be based on the baseline site-and project- and scope of work specific risk assessment, identifying the existing and potentially significant residual hazards that a competent and resourced contractor would not have been expected to know. The SHE specifications should include:
  - Any relevant SHE information about the specific construction work to be performed;
  - Include all the applicable and relevant information contained in the Eskom documents pertaining to the project and scope of work. Extracts or the entire Eskom document must be included in the SHE specification. Refer to Annexure 1 for additional minimum requirements for SHE specifications.
- Ensure that the Principal Contractors submitting tenders have made detailed provision for the cost of SHE measures for the construction work.
- Ensure if a Principal Contractor intends to use a subcontractor/s to perform work on the construction project, that this arrangement shall be indicated by the Principal Contractor during the tendering stage or at the commencement of work. The Principal Contractor shall indicate who his / her subcontractors are, and provide evidence that the subcontractor/s have the necessary competence and resources to carry out the work safely and to ensure a duty of care to the environment. The Project Manager has the right to determine who works on his / her project.
- Ensure that the Principal Contractor is registered and in good standing with the Compensation Commissioner or with a licensed compensation insurer, prior to and for the duration of the contracted work.
- Ensure that tendering Principal Contractors provide a detailed SHE plan, based on the SHE specifications provided as well as any other SHE considerations arising from the Principal Contractors' construction activities.
- In cases where internal Eskom departments perform construction work within Eskom, the requirements of this procedure shall be adhered to.
- After the selection and appointment of the Principal Contractor or internal service provider have been concluded, the Client and the Principal Contractor or internal service provider must complete and sign the 'Notification of Construction Work'. The Principal Contractor or internal service provider shall forward this



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notification to the Provincial Director, prior to the commencement of work and retain evidence of such notification.

- The Project Manager shall audit the work that is being executed against the approved SHE plan at the intervals as mutually agreed upon, but not less than once a month.
- All Project Managers involved in construction work shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
- Ensure that all Eskom employees involved in construction work receive essential training as determined by a training needs analysis.
- Not appoint a Principal Contractor to perform construction work, unless the Project Manager is reasonably satisfied that the Principal Contractor, which he intends to appoint, has the necessary competence and resources to carry out the work in a safe and healthy manner and ensure the duty of care to the environment.
- In order for Eskom to fulfil its responsibility to support government and Eskom initiatives, employ emerging contractors that require guidance and assistance that is reasonably practicable.
- Appoint each Principal Contractor in writing.
- Where subcontractors are appointed by the Principal Contractor, ensure that the Principal Contractor supplies the applicable Eskom SHE specifications to the subcontractor/s.
- Stop the Principal Contractor or subcontractors from continuing with work if such work is not in accordance with the SHE plan or Eskom requirements. Any Eskom employee or contractor can stop an activity, which poses a threat to the health and safety of person(s) or a risk of degradation to the environment. Any person can report to the Project Manager any unsafe or unhealthy practices, or conditions which pose a threat to the environment. The Project Manager shall issue non-conformance reports for the circumstances giving rise to the stoppage, the actions taken and any corrective measures required.
- Then there are changes in the scope of work and or work environment (e.g. climatic changes; amendments to Eskom rules and or legislative amendments), review (and revise if necessary) the affected sections of the SHE specification and baseline site-and project -specific risk assessment and provide it to the Principal Contractor. The Principal Contractor shall then review (and revise if necessary) the SHE plan and the activity-based risk assessments. The Project Manager must then ensure that the provisions in the SHE plan are adequate and thereafter approve and sign off the plan, prior to recommencing the work affected by the changed scope.
- Ensure that the Principal Contractors audit their subcontractors on their compliance with the approved SHE plan as per the requirements of the SHE file.
- Shall ensure that no visitor enters construction sites without having first received a SHE briefing in the form of induction and thereafter the relevant risk-based PPE, where reasonably practicable.
- Ensure, prior to the commencement of construction work, that all persons involved in any construction work have received the Client's project specific induction training.
- The Project Manager must ensure that the Principal Contractor is made aware of his / her requirement to hand over the SHE file on completion of the contracted work. The SHE file shall contain all the requirements as per Annexure 2.
- Ensure that all contractors receive Majuba Power Station SHE induction training.
- Keep documented records of all training.

**7.2 SAFETY HEALTH AND ENVIRONMENT PLAN**

- The SHE plan shall be based on the requirements of the OHS act as well as per Majuba SHE Procedure for contractors
- Principal contractors will be held responsible for non-compliance by their sub-contractors.

**7.3 SAFETY HEALTH AND ENVIRONMENT FILE**

- SHE file will contain all the documentation as required by the OHS Act as well as the checklist Majuba Specifications and the copy of the safety file will be kept at SRM office.
- Majuba Power Station SRM Department will conduct regular audits on the contractors SHE file and premises to ensure compliance with the legal requirements and Majuba SHE procedure for contractors.

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- At completion of contract, the SHE file will be included in the consolidated file as per the requirements of the Construction Regulations 5(8) and will be handed over to the Project leader.
- No contractor will be allowed to work at Majuba Power Station before the SHE file is approved, and all other requirements are complied with.

**7.4 NOTIFICATION OF CONSTRUCTION WORK (CR3)**

- Majuba Power Station will notify the Department of Labour of construction work in case of Outages. For other projects, notification of construction work will be the responsibility of the Contractors.
- ARNF 367 form will be used to notify the department of labour.

**7.5 STATUTORY APPOINTMENTS**

- Refer to Annexure C Checklist for all required appointments.
- All required statutory appointments will be done in writing.
- The appointment letter must indicate company footers as well company Logo (Letterhead)
- Only competent people can be appointed and proof of competency must accompany the appointment
- An appointment will include the following.
  - Clear reference to the act or regulation under which the person doing the appointment is authorised to do so.
  - The date, name and signature of the person doing the appointment.
  - The area of responsibilities.
  - The duties to be performed.
  - Clear reference to the act or regulation under which the appointee is appointed.
  - The name of the person appointed.
  - The date, signature and the acceptance of the person appointed.
  - Any termination of any appointment will be done in writing and a copy placed on file.

**7.6 LETTER OF GOOD STANDING (CR 4(1)(G))**

- No Contractor will be allowed to perform any work activities on site without a valid letter of good standing.
- The contractor must be in good standing with the compensation for the duration of the project.

**7.7 RISK ASSESSMENTS (CR7)**

- The project leader will provide the contractor with risk that already exists pertaining to the project.
- A risk assessment will be compiled for every task to be performed as well as: -
  - Transportation of passengers and goods.
  - Site establishment.
  - Use of all equipment.
- No principal contractor will be allowed to do any work without a proper Risk Assessment.
- Every principal contractor will have a proper risk assessment at his / her arrival at Majuba Power Station. Before commencement of any work, every principal contractor will adapt his risk assessment to the prevailing hazards and conditions.
- Attendance register for the hazards and related working procedures, reflecting the date of training and the names and signatures of all trainees will be kept in the SHE file.
- See annexure D, Hazard checklist for a list of possible points to consider and include in a risk assessment.

**7.8 PERSONAL PROTECTIVE EQUIPMENT**

- The *Contractor's Employer* shall issue to all his employees on site personal protective equipment **WITH VISIBLE COMPANY LOGO FOR BOTH TOP AND TROUSER THAT IS APPROVED BY SABS.**

**TRANSPORTATION AND REMOVAL OF DIRTY GREASE & VERY DIRTY OIL AT MAJUBA POWER STATION – PERIOD 60 MONTHS**

- Long sleeve personal protective equipment shall be always worn in the plant, failure to do so the person who is violating this will be removed from the plant immediately.
- The equipment shall be worn where required and where it is indicated by symbolic safety signs.
- Personal protective equipment shall be maintained in a good and clean condition.
- The equipment shall be checked on a regular basis to ensure that it is being worn in the right place at the right time.
- Damaged PPE shall be replaced immediately by the *Contractor* at no cost to the *Employer*.
- Records of issue shall be kept on site at all times.