



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF UNIT 1-6 CLEANING SERVICES FOR
THE OFFICES AND ABLUTIONS AT KRIEL POWER
STATION FOR A PERIOD OF 5 YEARS.**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF UNIT 1-6 CLEANING SERVICES FOR THE OFFICES AND ABLUTIONS AT KRIEL POWER STATION FOR A PERIOD OF 5 YEARS.

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

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

Options A 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 ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (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.	011 871 3706
	Fax No.	Not applicable
10.1	The <i>Service Manager</i> is (name):	Veliswa Mlotshwa
	Address	Kriel Power Station, Ogies/Bethal Road, Kriel, 2271
	Tel	017 615 2139
	Fax	Not applicable
	e-mail	m1otshvl@eskom.co.za

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

11.2(2)	The Affected Property is	Kriel Power Station
11.2(13)	The <i>service</i> is	Provision of Unit 1-6 cleaning services for the offices and ablutions at Kriel Power Station for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Any matter that has cost implication outside the agreed terms. - Any matter that may cause delays in the service. - Any force majeure issue such as protests, covid restrictions.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Within 1 day (24 hours)
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	Contract signature date (date of the last party signing the contract)
30.1	The <i>service period</i> is	Five years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 20th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Within 14 days from receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	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	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	- Terminations of the contract due to <i>Contractor's</i> non adherence to the <i>Employer's</i> requirements stated in the contract.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	3 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	To be known when disputes arises
	Tel No.	To be known when disputes arises
	Fax No.	To be known when disputes arises
	e-mail	To be known when disputes arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Jo,hannesburg South Africa

	<div>The person or organisation who will choose an arbitrator</div> <div><div>- if the Parties cannot agree a choice or</div><div>- if the arbitration procedure does not state who selects an arbitrator, is</div></div>	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																				
12	Data for secondary Option clauses																					
X1	Price adjustment for inflation																					
X1.1	<div>The <i>base date</i> for indices is</div> <div>The proportions used to calculate the Price Adjustment Factor are:</div>	<div>One month prior the tender closing date. (2nd,3rd ,4th and 5th years anniversary are subjected to CPA claim).</div> <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.65</td><td>Labour Table C3(All Hourly-Paid Employees)</td><td>SEIFSA</td></tr><tr><td>0.15</td><td>CPI D3</td><td>SEIFA</td></tr><tr><td>0.05</td><td>Transport Table L2-A</td><td>SEIFSA</td></tr><tr><td>0.15</td><td>non-adjustable</td><td></td></tr><tr><td>1.00</td><td></td><td></td></tr></table>	proportion	linked to index for	Index prepared by	0.65	Labour Table C3(All Hourly-Paid Employees)	SEIFSA	0.15	CPI D3	SEIFA	0.05	Transport Table L2-A	SEIFSA	0.15	non-adjustable		1.00				
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0.15	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	The <i>service level table</i> is in	R5000 p/day - Not delivering the service as per the scope																				
X18	Limitation of liability																					
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																				
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	the amount of the deductibles relevant to the event																				
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<div>The greater of</div> <div><div>the total of the Prices at the Contract Date and</div><div>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</div></div>																				
X18.4	The <i>Contractor's</i> total liability to the	the total of the Prices other than for the																				

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

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business

composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

Insurance against or name	Minimum amount of cover or minimum lir
----------------------------------	---

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which

is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in C2.2
11.2(19)	The tendered total of the Prices is R
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	4
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. 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.

3. 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).

4. Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1. Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

Provision of Unit 1-6 cleaning services for the offices and ablutions at Kriel Power Station for a period of 5 years					
Item No	Description	Unit	Qty	Rate	Amount
100	Preliminary and General				
101	Site Establishment	sum	1		
102	Site De-establishment	sum	1		
103	Medicals	Yearly	5		
104	Transport	Month	60		
105	Safety File	Yearly	5		
106	PPE	Yearly	5		
107	Employees Police Clearance	Yearly	5		
108	Operational Cost (Office, printing, Telephone)	Monthly	60		
109	Safety Officer (x1)	Month	60		
110	Supervisor (x1)	Month	60		
Sub-Total					
200	Cleaning Services Based on the Scope				
	Unit 1-6				
201	Ground floor toilets Unit 1-6 Ash Plant (80m2)	Month	60		
202	Transfer Silos (Materials Plant)- 6 rooms (Unit 1-6) (425m2) (Note: Unit 1 Open & Unit 2-6 Locked)	Month	60		

	Units 1,3&5				
203	Lifts Unit 1,3&5	Month	60		
204	PCB Ablutions unit 2 & 4 (120m2)	Month	60		
	Unit 1				
205	Unit 1-18M Level Performance and Testing Office (490m2)	Month	60		
206	Unit 1 - Offices, toilets, store rooms, Kitchens Electrical Desk, 103 Control Room & Spervisors Offices 15m (490m2)	Month	60		
	Unit 2				
207	Unit 2 - CID Workshop, 104 Offices, Toilets, Tearoom 15m (490m2)	Month	60		
208	Unit 2 - PT&M Offices, store rooms, OPS Outage Offices. Toilets, tearoom 12m (490m2)	Month	60		
209	Unit 2 - Contractor eating site (8ML) 490m2)	Month	60		
210	Unit 2: Ash Plant Cabin (16m2)	Month	60		
	Unit 3				
211	Unit 3 - Small Control Room, Kitchen, Toilet, Showers, Supervisor Office - 15ML (490m2)	Month	60		
212	Unit 3 - New Control Room 18ML Floor, Kitchen, Toilets, store rooms , Viewing area, Smoking area, Stairs (490M2)	Month	60		
	Unit 4				
213	Unit 4: Ash Plant Cabin (16m2)	Month	60		
214	Unit 4: CID Offices, Toilets, Showers, Tearoom 15ML (490m2)	Month	60		
215	Unit 4: Toilers 18ML (490m2)	Month	60		
216	Unit 4 Production Managers, OPS Support, store rooms ,SST, OLD Senior Offices, Toilets, Showers, Kitchen - 12ML (490m2)	Month	60		

	Unit 5				
217	Unit 5: Boiler Engineering Offices, Toilets, Kitchen 18ML (490m2)	Month	60		
218	Unit 5, Small Control Room, Toilets, store rooms ,Kitchen, Supervisors Office 15ML (792m2)	Month	60		
219	Unit 5 Contractor Eating Site 18ML (490m2)	Month	60		
	Unit 6				
220	Unit 6: OPS Training, Offices, Toilets, Showers Kitchen, Classrooms - 15ML (490m2)	Month	60		
221	Unit 6 - Classrooms, Toilets, Kitchen 12ML (525m2)	Month	60		
222	Unit 6 Sootblower Workshop, store rooms , Kitchen, Toilets and Office 18ML (490m2)	Month	60		
223	Unit 6 Rotek Valves Workshop (586m2)	Month	60		
224	Transfer Silos Materials Plant (Unit 1-6) 425m2 for all units	Month	60		
225	Outside Plant Control room , Toilets & Showers , Tea- room, Production Managers offices, conference room (230m2)	Month	60		
226	Statin cleaning workshop (230m2) Unit 2&4 cabins Ashplant cabins (16m2) each Lift Unit 1 ,3 &5	Month	60		
Sub-Total					
300	Permit Required AREAS for Once a Month Cleaning per prior arrangement (Size per unit 262m2)				

301	NEW Equipment Room Unit 1	Month	60		
302	NEW Equipment Room Unit 2	Month	60		
303	NEW Equipment Room Unit 3	Month	60		
304	NEW Equipment Room Unit 4	Month	60		
305	NEW Equipment Room Unit 5	Month	60		
306	NEW Equipment Room Unit 6	Month	60		
Sub-Total					
400	PCB Ablutions				
401	PCB Ablutions Unit 2and Unit 4 (120m2) - continuously	Month	60		
Sub-Total					
500	As and When Required				
501	Carpet Washing	m2	1250		
502	Chairs: Upholstery washing	Each	5166		
Sub-Total					
600	NIGHT SHIFT AREAS				
601	Unit 1-5 Toilets & Kitchens (15ML, 18ML)	Month	60		
Sub-Total					
700	OVERTIME - WEEKDAYS AND SATURDAYS				
701	Supervisor	Hr	1200		
702	Safety Officer	Hr	600		
703	Cleaners(6)	Hr	10 800		
704	Night Shift Cleaners (2)	Hr	5760		

Sub-Total					
800	OVERTIME SUNDAYS AND PUBLIC HOLIDAYS				
801	Supervisor (x1)	Hr	1475		
802	Safety Officer (x1)	Hr	875		
803	Cleaners (x6)	Hr	9850		
804	Night Shift Cleaners (2)	Hr	4900		
Sub-Total					
	<u>Summary</u>				
100	Preliminary and General				
200	Cleaning service required based on the Scope				
300	Permit required areas for once a month cleaning				
400	PCB Ablutions				
500	As and When Required				
600	Night Shift areas				
700	Overtime-Weekdays & Saturdays				
800	Overtime -Sunday & Public Holidays				
TOTAL RAND VALUE EXCLUDING VAT					

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The contract includes the provision of Unit 1-6 Cleaning services for the Offices and ablutions at Kriel Power Station Project for the period of 5 years from 01 April 2025 to 30 March 2030.

The Kriel Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

1.2 Employer's requirements for the service

1.2.1 Description of the service

Provision of a cleaning services for offices and ablution facilities in unit 1-6 at Kriel Power Station for a period of 5 years.

Please note according to Eskom daily means the area must be kept clean at all times (Continuously)

Cleaning Services Based on the Scope
Unit 1-6
Ground floor toilets Unit 1-6 Ash Plant (80m2)
Transfer Silos (Materials Plant)- 6 rooms (Unit 1-6) (425m2) (Note: Unit 1 Open & Unit 2-6 Locked)
Units 1,3&5
Lifts Unit 1,3&5
PCB Ablutions unit 2 & 4 (120m2)
Unit 1
Unit 1-18M Level Performance and Testing Office (490m2)
Unit 1 - Offices, toilets, Kitchens Electrical Desk, 103 Control Room & Supervisors Offices 15m (490m2)
Unit 2
Unit 2 - CID Workshop, 104 Offices, Toilets, Tearoom 15m (490m2)
Unit 2 - PT&M Offices, OPS Outage Offices. Toilets, tearoom 12m (490m2)
Unit 2 - Contractor eating site (8ML) 490m2)
Unit 2: Ash Plant Cabin (16m2)
Unit 3
Unit 3 - Small Control Room, Kitchen, Toilet, Showers, Supervisor Office - 15ML (490m2)

Unit 3 - New Control Room 18ML Floor, Kitchen, Toilets, Viewing area, Smoking area, Stairs (490M2)
Unit 4
Unit 4: Ash Plant Cabin (16m2)
Unit 4: CID Offices, Toilets, Showers, Tearoom 15ML (490m2)
Unit 4: Toilers 18ML (490m2)
Unit 4 Production Managers, OPS Support, SST, OLD Senior Offices, Toilets, Showers, Kitchen - 12ML (490m2)
Unit 5
Unit 5: Boiler Engineering Offices, Toilets, Kitchen 18ML (490)
Unit 5, Small Control Room, Toilets, Kitchen, Supervisors Office 15ML (792m2)
Unit 5 Contractor Eating Site 18ML (490m2)
Unit 6
Unit 6: OPS Training, Offices, Toilets, Showers Kitchen, Classrooms - 15ML (490m2)
Unit 6 - Classrooms, Toilets, Kitchen 12ML (525m2)
Unit 6 Sootblower Workshop, Kitchen, Toilets and Office 18ML (490m2)
Unit 6 Rotek Valves Workshop (586m2)
Transfer Silos Materials Plant (Unit 1-6) 425m2 for all units
Outside Plant Control room , Toilets & Showers , Tea- room, Production Managers offices, conference room (230m2)
Statin cleaning workshop (230m2) Unit 2&4 cabins Ashplant cabins (16m2) each Lift Unit 1 ,3 &5
Permit Required AREAS for Once a Month Cleaning per prior arrangement (Size per unit 262m2)
NEW Equipment Room Unit 1
NEW Equipment Room Unit 2
NEW Equipment Room Unit 3
NEW Equipment Room Unit 4
NEW Equipment Room Unit 5
NEW Equipment Room Unit 6
PCB Ablutions Unit 2and Unit 4 (120m2) - continuously
Carpets (1250m2) and Upholstery (Chairs) (5166) - On request

List of Chemicals	
Units	
<ul style="list-style-type: none"> Floor stopper Floor polish 24% All-purpose cleaner Sunlight liquid Bleach Tile Cleaner Super bowl cleaner Deep Pine gel 	Original Sunlight liquid 500 ml (SABS 1828)
EQUIPMENT LIST	
<ul style="list-style-type: none"> Brooms Mops Trolleys Further duster Buffing machine and pads Dish washing clothes. Stripping machine Black bags 	<ul style="list-style-type: none"> Caution boards Indoor squeezers (for windows) Dusting cloths Rubber gloves Hoover Dust pans Toilet brushes for all the ablutions as and when requested

Contractor shall keep on record material data/safety sheets of the different batches of purchased consumables and to be available on request of the Service Manager to verify acceptable products.

1.2.2 Equipment For Supply And Installation On An As And When Required Basis

The facilities are currently equipped and when required to be replaced it will be expected from the contractor to provide

1	Toilet brushes with holder
---	----------------------------

- a) No *Contractor* name stickers/names on equipment (only manufacturer as from off-the- shelf). This will remain the property of Kriel Power Station.

The *Contractor* shall comply with the minimum cleaning schedule provided below:

Office Areas	Frequency	Cleaning Method
Floors		
<ul style="list-style-type: none"> Sweeping 	Daily	Broom

• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	2 x per week	Non Skid Polish
• Vacuuming (carpets only)	2 x Per Week	Vacuuming Machine
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Doors, Doorframes and Handles	Weekly	Chemicals
Furniture	2 x Per Week	Furniture Polish
Furniture Disinfection	3 x Daily	Chemical
Waste Bins	3 x Daily	Plastic Bin Liners and Wipe

Cleaning of chairs	Quarterly	Chemical and Industrial rinsing equipment
Maintenance of mats	4 x a year	Chemical and Industrial rinsing equipment
Ablution Facilities	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x Daily	Chemicals and Industrial rinsing equipment
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Furniture	2 x Per Week	Furniture Polish
Waste Bins	3 x per Day	Plastic Bin Liners and Wipe
Kitchen Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x per Day	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Polish
• Stripping	Quarterly	Chemicals
Walls	Weekly	Chemicals
Windows & Windowsills	Daily	Chemicals
Doors, Doorframes and Handles Disinfections	3 x per Day	Chemicals
Waste Bins	3 x per Day	Plastic bin liners and Wipe
Basin	3 x Per Day	Cloth and Chemicals
Dishes	3 x Per Week	Cloth and Chemicals
Boardroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Non Skid Polish
• Stripping	Quarterly	Chemicals
Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals

Doors, Doorframes and Handles Disinfections	3 x Per Daily	Chemicals
Waste Bins	Daily	Plastic bin liners and Wipe
Storeroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Weekly	Broom
• Mopping	Weekly	Chemicals
Doors, Doorframes and Handles Disinfections	Weekly	Chemicals
Windows, Window Sills & Shelves	Weekly	Chemicals
Cleaning of Chairs	Quarterly	Chemicals and Vacuum Machine
Access Areas	Frequency	Cleaning Method
Stripping of floor	2 x a year	Chemicals and Industrial polishing machine
Cleaning of chairs	1 x a year	Chemicals and Industrial rinsing equipment
Continuously		
Dust all horizontal surface to height of two (2 meters) Dust accessible high ledges and fittings Dust all vertical surfaces (walls (cabinets) Wipe all the telephones. Dust blinds and windows Dust light and light fittings Empty and clean all waste receptacles/bins kitchen. Clean and sanitize all bowls ,basin Clean mirrors Clean and polish all bright metal fitting Clean walls, doors handles		
Work done by additional night shift workers. Unit 1 – 5 Toilets, kitchens – 15ml Unit 2 – 15ml Unit 3 – 15 and 18 ml Unit 4 – 15ml Unit 5 – 15ml Unit 6 – 15ml		

The scope of work entails the cleaning of Unit 1-6 offices and ablutions at the Kriel Power Station Project, and it is outlined as follows:

- The Contractor shall provide office cleaning and ablution services for Unit 1-6 as directed by the Employer.
- The contractor will be responsible for the planning and design of the cleaning activities and supply and delivery to site of all cleaning equipment , materials and service needed during cleaning.
- The contractor shall supply their own offices, appropriate storage facilities for cleaning equipment and chemicals Eskom will provide the power supply.

- d) The cleaning contractor should take note that Kriel Power station has a duty to achieve or sustain 5 star NOSA rating of which housekeeping plays a major role on, thus reliance will be on this contract.
- e) Cleaning staff shall at all times be presentable (wearing PPE) and conduct themselves in accordance with Kriel power station accepted practices.
- f) The Contractor shall ensure that all kitchens are cleaned daily, washing of dishes , storerooms and emptying of dust bins included. All cutlery, crockery and dish cloths to be washed after use.
- g) The Contractor shall supply toilet brushes as and when required. These shall remain Eskom property post contract completion.
- h) The Contractor shall ensure that cleaning and hygiene supplies are adequate to service approximately
- i) The Contractor shall wash chairs wash couches, floor stripping and wash floor mats.
- j) The Contractor shall provide two set of PPE's at the start of the contract and one set of PPE's annually for all employees.
- k) The Contractor shall provide all labour cleaners, supervision x 1, SHE officer x 1 ,equipment, tools, supplies and materials to perform the general office cleaning and janitorial services complete as specified herein.

Cleanliness

- a) The objective of the industrial cleaning contract is to achieve and maintain clean and safe plant. The activities indicated in the unit cleaning scope are an employers' s estimate of activities and intervals needed to achieve clean plant. It remains responsibility of the contractor to ensure that these estimates are sufficient and to adjust these estimates whenever necessary and ensure clean plant.
- b) Control sheets to be completed and signed by the Supervisor to ensure that all areas are in order.

1.2.3 Amendment of scope of work or schedule

Eskom may at any time amend, alter the scope or extend the service and the contractor shall be obliged to execute such amendments.

Should such variation or amendment result in the contractor incurring additional cost, Eskom shall be obliged to compensate the contractor for the reasonable cost thereof should such a variation or amendment have the effect of a cost to the contractor, then the contractor shall be obliged to pass a reasonable part of these costs on to Eskom.

Should such modification or variance occur, then the modification must be confirmed in writing by Eskom, and the proposed contract be amended accordingly before payment will be effected.

1.2.4 Industrial cleaning philosophy

a) Industrial cleaning contractor should utilize mechanical cleaning methods only

In those areas when mechanized cleaning is not possible or the installed and machinery does not allow for these, manual cleaning methods are to be applied. There is a station drive to reduce the consumption of water in a case when the equipment of the supplier is defective or out of service for whatever reasons, the supplier will be expected fix the equipment if possible or alternatively provide another within forty-eight hours.

b) Plant and equipment philosophy

- i) Not with standing the following philosophies, the contractor is encouraged to propose improved methods over and above the indicated equipment philosophies.
- ii) Cleaning plant and equipment must be highly reliable, robust, self-sustaining and not be dependent on prolonged recharging of its power resources as a part of this philosophy the following types of equipment will be taken into consideration.
 - T15 battery powered industrial scrubber – 056Kw
 - Portable industrial vacuum plan – 2 2kw to 4kw
- iii) The Contractor shall take note that Kriel power station will not be supplying the below stated equipment to the project/contract. However cleanliness cannot be possible without the following.
 - Industrial rubber brooms and feather dusters
 - Rubber squeezer
 - Personal protective equipment
 - Toilet brushes
 - Mops and buckets
 - Clothes
 - Chemicals

1.2.5 Consumables

- c) The Contractor shall supply all cleaning equipment, chemicals and consumables, which must be listed Except as otherwise expressly provided herein, the contractor shall supply all labor , supervision , tools , equipment and consumable materials , and each and every item of expenses necessary for the performance of the work , which shall include but not limited to the scope as defined in the specification of scope.
- d) Delivery note for all chemicals to be submitted to the *Service Manager*

1.2.6 Resource requirement

- a) All resource requirements will remain flexible to increase or decrease during the contract period with corresponding rate changes.
- b) The resource shall be controlled by Eskom operating support managers and operating support contract supervisors.

1.2.7 Working hours

- a) All plant cleaning activities must be based to accommodate the Kriel Power station working hours as follows

Office hours

Monday to Thursday 07h00 -16h15

Friday 07h00 to 12h00

Saturday, Sunday and Holidays 07h00 to 14h00

- b) Provision should be made in the schedule of prices for work Saturday, Sunday and Holiday between the times scheduled. Provision for standby allowance should be made for employees whole will be available on daily basis after hours in case of spillages and cleaning of hang ups inside the precis. The overtime incurred thereof will be paid by the provisional sum in the price list.
- c) No overtime claims shall be made by the contractor or paid by Eskom whatsoever prior approval of such overtime by Eskom.

1.3 Interpretation and terminology

Definition	Explanation
<i>Employer</i>	Employer will be Eskom Holdings SOC Ltd (Kriel Power Station)
<i>Contractor</i>	Means an Employer as defined in Section 1 of the OHS Act, who is formally contracted (directly or indirectly) by Eskom and performs work.
<i>Service Manager</i>	Means an Eskom representative appointed to manage the Contract

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PrDP	Professional Driving Permit
CSI	Corporate Social Investment
TBA	To be Advised
VAT	Value added tax
CPA	Cost Price Adjustment

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* will submit a plan to the *Service Manager* for acceptance within the period stated in the service agreement.

- a) Ensure compliance to all requirements within this document.
- b) Provide training and create awareness to their employees.

2.2 Management meetings

The following requirements for conducting and monitoring the services will apply to the Works. The *Contractor* shall actively participate in and adhere to the *Employer's* requirements and other procedures initiated for the purpose of maintaining the Unit 1-6 Cleaning services. The *Contractor* shall attend the Site meetings when deemed required by the *Employer*.

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

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Safety meetings (SHEQ)	Once a month	TBA	Eskom representatives and the Contractor representatives
Contractual meetings	Once a quarter	Eskom Premises	Eskom representative and Management
Risk register	As and when required	Operating Support offices	Employer, Contractor and Supervisor
Operational meetings	As when required	TBA	Contractor and Eskom representatives

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

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

Attendance of meetings as required by Service Manager such as

- Kriel Power Station *Contractors* Safety Meeting (monthly)
- Any meeting requested by the *Employer* or *Contractor*

The *Employer's Supervisor* or representative shall be entitled to request the *Contractor* to provide additional reports when in his/her opinion they are warranted to monitor the progress.

2.3 Contractor's management, supervision and key people

- a) The *Contractor* to provide a key list of personnel who will carry out the work on site with their qualifications attached.
- b) A company organogram shall be shared with the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
- c) The *Contractor* shall provide a *site manager/contract manager* to manage all contract related matters. Such persons is preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the *Employer*.
- d) The *Contractor's* supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the employer, to liaise and co-ordinate activities with various departments, including the employer's personnel and others in order to fulfil all obligations.
- e) In the absence of the relevant *Site manager* or *Supervisor*, a replacement must be identified to take over the duties.

2.4 Provision of bonds and guarantees

Not Applicable to this contract

2.5 Documentation control

The *Contractor* must have a document management system in place that will give all documents related to this contract an alpha number identification number. An example of the documents are, but not limited to:

- Control inspection sheet
- Weekly plan
- Meeting attendance register
- Defects report

Title and purpose	Frequency
Control inspection sheet	Monthly
Weekly plan	Weekly
Meeting attendance register	As and when required
Defects report	As and when
Risk Register and Customer Surveys	Monthly

2.6 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

Invoiceseskomlocal@eskom.co.za

and include on each invoice the following information:

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

- Purchase order number
- Invoice number
- GR Number

2.7 Contract change management.

- Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
- The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.
- If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the *Service Manager*. This file shall be always in the possession of the *Service Manager*

2.9 Insurance provided by the *Employer*.

As stated in Agreements and Contract Data and as per Table A within Data by *Employer*

2.10 Training workshops and technology transfer

Not applicable to this contract.

2.11 Design and supply of Equipment

Not applicable to this contract.

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

2.12.1 Equipment

Toilet brushes with holder

2.12.2 Information and other things

When the needs arise in terms of the contract close out.

2.13 Management of work done by Task Order

- a) A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.
- b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
- c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
- e) A Task Order includes the following:
 - A detailed description of the work in the Task
 - A priced list of items of work in the Task in which items taken from the Price List are identified.
 - The starting and completion dates for the Task
 - Conditions of the *service agreement* is in accordance with the Task Order issued.
- f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
- g) The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
- h) No Task Order is issued after the end of the service period.
- i) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
- j) It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
- k) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.
- l) **When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**
 - The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
 - Response time is within 2 hours for any communication when the *Contractor* acknowledges the emergency.
 - *Contractor* provides a programme within 2 hours of Task Order.
 - Mobilise within 2 hours after Task Order have been accepted by both parties.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the Contractor shall comply with during the works. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

3.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the Contractor shall comply with during the works.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as a minimum. Failure to comply with this

agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Compliance obligations (Environmental legal and other requirements)
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates).
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.
 - Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

- Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Project Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

3.2.3 Contract Quality Management Plan Requirement:

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

3.3 Quality assurance requirements

The Contractor's or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the service.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the Service Manager.
- Provision for inspection status indication.
- Inspection and test records which are generated by the Contractor.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties

- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the Service Manager to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The Contractor does not commence work until the Service Manager accepts.

The contractor shall comply with

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All Employer Safety and Operating Procedures, which are attached hereto.

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

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

The Contractor shall appoint a person who will liaise with the Employer Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the Employer Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the Employer Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Employer Safety Officer of any changes thereto.

Employer may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the Contractor's premises, its work places and on its employees.
- b) Refuse any employees, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the Contractor with a work stoppage order or a compliance order should Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its Employees, sub-Contractors or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2)	Employer
OHS Act, GMR 2(1)	Supervision of Machinery
OHS Act, GMR 2(7)	Assist the designated person
OHS Act, CR 6(1)	Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
OHS Act, CR 6(2)	Assistant Construction Supervisor
OHS Act, Section 17	Health and Safety Rep
OHS Act, GAR 9	Incident investigation
OHS Act, CR 12	Demolition work
OHS Act, CR 19	Explosive Powered Tools
OHS Act, CR 22	Electrical installations and machinery
OHS Act, GSR 3	First Aiders

Safety Officer

- Develop and Maintain a Safety Risk Programme
- Administer the safety incident reporting systems and check that the reporting, recording and investigation systems are in compliance with statutory and all Generation mandatory requirements.
- Coordinate Safety Training Programme
- Implement a marketing programme to create a safety awareness amongst all employees. Perform any other legitimate activity as required.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

BBBEE

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.

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

Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

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

EXPENDITURE TO LOCAL TO SOUTH AFRICA

The service is expected to be 100% executed by South African resources (local content).

JOB CREATION

Local portion	Local to South Africa	100%
Resources	Local to Kriel area	100%
Skills Development		
Job creation as a result of this contract		
Corporate Social Investment	Contribution of..... per invoice value (Draft and agreed plan is required from the Contractor on how they're planning to execute CSI commitment)	

[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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable to this contract

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable to this contract

4.2.3 Limitations on subcontracting

Not applicable to this contract

4.2.4 Attendance on subcontractors

Not applicable to this contract

4.3 Plant and Materials

4.3.1 Specifications

Not applicable to this contract

4.3.2 Correction of defects

- a) The Service Manager arranges with the Employer to allow the Contractor access if it is needed for correcting a Defect.
- b) The Contractor needs to correct a Defect within one day or when the first available opportunity arises.

4.3.3 *Contractor's* procurement of Plant and Materials

Not applicable to this contract

4.3.4 Tests and inspections before delivery

Not applicable to this contract

4.3.5 Plant & Materials provided "free issue" by the *Employer*.

Not applicable to this contract

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable to this contract

5 Working on the Affected Property

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

- i) The *Contractor* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- ii) The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- iii) All *Contractor* personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- iv) All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- v) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- vi) This list is delivered to Protective Services, or is faxed to (017) 615 2602
- vii) The list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Contract Manager* signature
 - Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- viii) To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- ix) A special Tool List form is available at Protective Services.
- x) An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- xi) The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- xii) Application forms for visitors are filled in by the *Contractor's Site Manager* and approved by the Employers Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- xiii) Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- xiv) The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. 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.
- xv) No unauthorised vehicles are allowed on site.
- xvi) Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- xvii) Contract Vehicle Applications are directed to the Employers Representative.
- xviii) The *Contractor* is restricted to the working areas associated with his place of work.
- xix) The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- xx) Parking inside the power station is strictly forbidden, except for loading purposes.
- xxi) No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.
- xxii) *Contractor* shall provide Police clearances for all the personnel working at Kriel Power Station.

5.1.1 Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

- Kriel Power Station Health and Safety Standards
- Specifications for Contractors attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the Employer prior to commencement of work.
- Compliance with Eskom & Kriel No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Kriel Risk Management Department
- Employer's site regulations, covering the following:
 - Clean lines
 - Storage of material
 - Safety precautions and fire prevention
 - Permits to work
 - Other Contractor's work
 - Representation of sub-contractors
 - Constant Supervision for hot work
 - Handing over of works
 - Contractor's Site
 - Disposal of waste, oil residue and sludge
 - Hot Work permit for welding
 - Working at heights
 - Working in and around an area that contains flammable substances.
 - Testing for combustible gases
 - Availability of fire extinguishers when working in an area that contains flammable.

5.2 People restrictions, hours of work, conduct and records

- a) The *Contractor* provides the necessary resources to carry out the service as stated in the Service Information.
- b) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information.
- c) It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his *Subcontractors*. The *Service Manager* shall have access to all records of the *Contractor* and *Subcontractor* at any time when deemed necessary.

5.3 Health and safety facilities on the Affected Property

- a) The Contractor shall comply with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when during the contract duration.
- b) The *Contractor* shall comply with site health and safety requirements for Kriel Power Station when executing the contract.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Service Manager In line with the SHE specification.

- d) The *Contractor* shall submit safety file for approval before access is granted.
- e) The *Contractor* shall maintain the safety file validity in line with site requirements.
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification.

5.4 Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental criteria and constraints when executing required services at Kriel Power Station premises regarding:

- a) The vehicle used to execute the service; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The material used for supporting the goods being delivered are correctly disposed and are without harm to environment. The *Contractor* shall comply with site Environmental management plan (EMP) and other requirement.
- c) The *Contractor* shall comply with Environmental aspect and impact register.
- d) The *Contractor* shall comply with all site environmental management procedures, especially the waste management and oil spillages.

5.5 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the *Employer's* team during the execution of the service.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the goods are delivered in accordance to all requirements.

5.6 Records of *Contractor's* Equipment

- a) The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.
- b) All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.
- c) All Equipment including hired should be inspected and approved before accepted on site.
- d) The *Contractor* will keep records of all hired Equipment to execute the Service Information.

5.7 Equipment provided by the *Employer*

Not applicable to this contract

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection.

- a) **Refuse Disposal**
 - i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
 - ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.
- b) **Medical Facilities**
 - i) The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
 - ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.

- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

c) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.

5.8.2 Provided by the *Contractor*

- i) The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities.
- ii) The shop next to the main office building may be utilized by the *Contractors*.

5.9 Control of noise, dust, water and waste

Not applicable to this contract.

5.10 Hook ups to existing works

Not applicable to this contract.

5.11 Tests and inspections

5.11.1 Description of tests and inspection

Not applicable to this contract

5.11.2 Materials facilities and samples for tests and inspections

Not applicable to this contract

6 List of drawings

6.1 Drawings issued by the *Employer*.

Not applicable to this contract