



NEC3 Term Service Contract (TSC3)

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

and **Service Provider / Bidder**

for **PROVISION OF GENERAL OFFICE AND ABLUTION
FACILITIES CLEANING SERVICE FOR MEDUPI
POWER STATION PROJECT**

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CONTRACT No. TBA

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2b Contract Data provided by the <i>Contractor</i>	[•]
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C1.1 Form of Offer & Acceptance

Offer

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

[•]

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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

C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	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	X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
	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

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

Provision Of General Office and Ablution Facilities Cleaning Service for Medupi Power Station Project

Unique Identifier: **348-10001445** Error!
Revision: **0**
Page: **7 of Error! Bookmark**

10.1	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	The <i>Service Manager</i> is (name):	Harold Marais
10.1	Address	Medupi Power Station Site; Steenbokpan Road Private bag 7502; Onverwacht; 0557
	Tel	+27 14 762 2417
	e-mail	MaraisHJ@eskom.co.za
	The Affected Property is	Medupi Power Station Project, Lephalale
11.2(2)	The <i>service</i> is	The Provision of Office and Ablution Facilities Cleaning Service at Medupi Power Station Project
11.2(13)	The following matters will be included in the Risk Register	Section 3.1.11 Risk register table A and Table B
11.2(14)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(15)	The <i>law of the contract</i> is the law of	the Republic of South Africa
12.2	The <i>language of this contract</i> is	English
13.1	The <i>period for reply</i> is	2 weeks
13.3	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
2	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
21.1	Time	
3	The <i>starting date</i> is.	01 November 2022
30.1	The <i>service period</i> is	8 Months (30 June 2023)
30.1	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
4	Payment	
5	The <i>assessment interval</i> is	By no later than the 13 th and 25 th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand

51.1	The period within which payments are made is	[14] Days from receipt of valid tax invoice.
51.2	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
51.4	Compensation events	Will be dealt with in terms and conditions of the contract
6	Use of Equipment Plant and Materials	Will be dealt with in terms and conditions of the contract
7	Risks and insurance	
8	These are additional <i>Employer's</i> risks	<p>1. Access delays due to Possible Industrial Actions caused by others</p> <p>2. Adverse weather</p>
80.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional	Whatever the Contractor deems necessary in

	insurances:	addition to that provided by the Employer.
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	Whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
83.1		

Termination	Will be dealt with in terms and conditions of the contract
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Data for main Option clause

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

Data for Option W1

11	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
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		Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.1	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.
W1.2(3)	The <i>tribunal</i> is:	Arbitration
W1.4(2)	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.
W1.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- Data for secondary Option clauses	

12

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.
X18	Limitation of liability	
X18	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.1	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 described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.2	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_

X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><i>From_1_April_2014_To_31_March_2015.aspx</i></p> <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • 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.
X18.4	The <i>end of liability date</i> is	Last day of the end of the service period
X18.5		
	Task Order	
X19	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X19.5	Key Performance Indicators (not used when Option X12 applies)	
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Cession delegation and assignment

- Z1** The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.1 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.
- Z1.2
- Joint ventures**
- Z2** 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.
- Z2.1 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.

Z2.2 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.

Z2.3

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

Z3

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.

Z3.1 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*.

Z3.2 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.

Z3.3 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.

Z3.4

Ethics

Z4

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

Z4.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

Z4.2 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z4.3

Confidentiality

Z5

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

the provisions of this clause are complied with by the recipient.

- Z5.1 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.2 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.3 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*.
- Z5.4 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
- Z5.5

Waiver and estoppel: Add to core clause 12.3:

- Z6 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.

Z6.1

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

- Z7 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.
- Z7.1 • 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.

Z7.2

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

- Z8 Within one week of receiving a payment certificate from the *Service Manager* in terms of core

clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.1 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.2 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.

Z8.3

Notifying compensation events

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

Z9

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.

Z9.1

Employer's limitation of liability

Z10

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

Z10.1 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.

Z10.2

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

Z11

or had a business rescue order granted against it.

Z11.1

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2b 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)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	Section 3.1.11 Risk register
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Part 3: scope of work and all documents and drawings to which it makes reference
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications:	

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

Experience:
2 Name:
Job
Responsibilities:
Qualifications:
Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part 2- Pricing Data
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
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 andwhere 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*

<u>Item</u>	<u>Bill Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>
1	PRELIMINARIES AND GENERAL			
	Site Establishment			
1.1	Site running costs	per month	1	R -
1.2	Staff Transport (22 seater bus)(Various villages)	per km	1	R -
1.3	Transport for moving cleaning supplies (Single Cab)	per km	1	R -
1.4	Medicals for employees	per person	1	R -
1.5	Uniform per employee	per person	1	R -
2,00	Labour for Cleaning Offices			
2.1	Manager	per hr	1	R -
2.2	Supervisor Normal Time	per hr	1	R -
2.3	Supervisor Overtime	per hr	1	R -
2.4	Supervisor PHD & Sunday	per hr	1	R -
2.5	Cleaner Normal Time	per hr	1	R -
2.6	Cleaner Overtime	per hr	1	R -
2.7	Cleaner PHD & Sunday	per hr	1	R -
2.8	Safety Officer	per hr	1	R -
3	Consumables (to be charged at cost plus fee)			
3.1	Consumables			
3.2	Fee			%
4	Subcontracted Services: Sanitation, Pest Control, Deep Cleansing (to be charged at cost plus fee)			
4.1	Estimated cost			
4.2	Fee			%

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

1. Description of the service

1.1. Executive overview

This is an all-inclusive General Office and Ablution Facilities Cleaning Service that will render a service on a daily basis to Medupi Power Station (Group Capital Division) and its Information Centre in Lephalale. The objective of the cleaning contract is to achieve high quality standard of cleaning to ensure health and safety of personnel occupying the site office premises. This will include provision of labour, supervision and management, staff uniform/PPE, equipment and its maintenance, transport and services such as cleaning, sanitary waste management, litter picking, deep cleansing, pest control, supply of consumables, and etc.

1.2. Provision Of Offices, Equipment And Services

1.2.1. To be provided by Employer

- Office unit with a kitchen,
- Storeroom for consumables, spares and equipment,
- Ablution facilities,
- Water supply,
- Furniture (only office tables and chairs), and
- Electricity

1.2.2. To be provided by Contractor

- Computers, printers, chairs for employees to sit at laydown area, and any additional items
- The provision of all necessary equipment to do the works:

1.2.2.1. Cleaning

For example: Mop Trolleys; Mop Trolley Ringer, Fabric coated furniture cleaning machine, carpet cleaner, Industrial Floor Scrubber/Polisher, Window cleaning kit squeegee/ washer sleeve and etc...

1.2.2.2. Paving

For example: Manual paving sweeper KM70/15c, Industrial dirt hoover or blower; Pans and brooms with stalks; and etc...

1.2.2.3. Maintenance of Equipment

All equipment will be maintained and replaced by the Contractor at their own cost

1.3. The Provision of Labour, Supervision and Management

- Supply provision of all necessary general labour, supervision and management to do all the works
- All staff will be available on fulltime basis only for purpose of this contract works
- The Contractor is required to have a roster for weekends, public holidays and for after hours to cater for any emergencies that may occur on site.
- The Contractor will be required to submit a weekly rooster for weekend or public holiday work to the Service Manager for approval.
- Shift hours will be the same as Medupi Site hours, for any change prior approval must be obtained from the Service Manager.
- Contractor is also to provide necessary training of all the staff appointed to ensure conformity with the scope of work.

NOTE: Due to the nature of the project environment and Medupi project nearing completion, the contractor will be required to submit staff demob plan when instructed by the Service Manager in order to review number of employees required going forward. Where the scope for office cleaning is reduced the Contract Manager might request that some of the cleaners work as litter pickers around site. Unfortunately some of the employees might need to be demobbed if there is no other work for them on the project.

1.4. Provision of Staff Uniform/PPE and other

The Contractor shall:

- Supply staff protective wear uniforms/gear i.e. headgear, goggles, reflective vest safety boots and gloves, dust mask (appropriate to their tasks and functions) whilst on duty.
- Ensure uniforms are of good quality and labelled with a company name.
- Ensure that all staff members whilst on duty are neatly dressed, presentable and hygienic.
- Provide locker units for all staff to place their belongings.
- Provide fridge, kettle, microwave oven, coffee, tea, milk and sugar for their staff
- Ensure cleaners are provided with chairs at the laydown area or any other agreed rooms so they can rest there during break. Cleaners should not be sitting in offices and boardrooms making noise without permission.

1.5. Provision of Transport

- Contractor is responsible for providing own transport for its employees in line with Eskom Vehicle Safety Specifications (32-345)
- The transport is required for:
 - Staff traveling for Home-Work-Home
 - Movement of equipment and staff around site

1.6. Standard Service Required and Frequency

The contractor will be responsible for the planning of the cleaning activities, supply and delivery to site of all cleaning equipment, materials and services needed to execute the cleaning works.

The following table outlines the minimum requirements in terms of cleaning service and the frequency and can be adapted to accommodate changes in circumstances.

A. Offices, Boardrooms, classrooms, control rooms, laboratories, kitchen and dining areas	
Activity	Frequency
Sweep Mop Wipe equipment and furniture Wipe doors, door frames, door handles and window sills Clean and disinfect surface areas (table tops) Remove soiled dishes and wash for boardrooms Wash dishes and cloths Empty, wash and disinfect waste bins	Daily and in-between use

B. Storerooms and Workshops	
Activity	Frequency
Sweep Mop Wipe equipment and furniture Wipe doors, door frames, door handles and window sills Empty, wash and disinfect waste bins Wipe all items in storage and shelves	As and when required but the offices must be cleaned daily.

C. Foyers/Veranda	
Activity	Frequency
Sweep Mop Clean door mats Wipe equipment and furniture Wipe doors, door frames, window sills and disinfect door handles and hand rails Empty, wash and disinfect waste bins Sweep and mop entrance stairs Vacuum and dust carpets/mats Empty ash trays Dust light fixtures and shades	Daily and in-between use.

D. Sports Centre/ Gym	
Activity	Frequency
Sweep Mop Vacuum carpets Wipe and disinfectant equipment and furniture Wipe doors, door frames, door handles and window sills Empty, wash and disinfect waste bins Wipe all items in storage and shelves Pick up and safely keep any small parts (e.g. screws) from gym equipment's	Daily and in-between use

E. Ablution Facilities	
Activity	Frequency
<p>Sweep Mop Clean and disinfect toilet and urinal Clean and disinfect hand wash basin Empty waste bin Wash and disinfect waste bin Wipe equipment and furniture Wipe doors, door frames, door handles, window sills and mirrors Replenish toilet paper and hand towels Refill hand soap, seat sanitizer, air fresheners, urinary blocks Clean and disinfect showers Disinfect toilet brushes Replace toilet brushes on agreement with the Employer</p> <p>Female ablutions In addition to the above: Empty sanitary (SHE) bins Wash and disinfect sanitary bins Provide necessary environmental compliance records such as landfill site permits, registration and transportation certificates, waste disposal records as instructed by the Environmental Manager</p> <p>The ladies ablutions will be cleaned by ladies and men ablution will be cleaned by men</p>	<p>Daily and in-between use</p> <p>Note: <i>Ablutions are checked frequently, at least every hours and any deviations addressed. A checklist is kept and signed at each facility by a cleaner and supervisor.</i></p> <p>Female ablutions</p> <p>At least every second week or more frequently if necessary</p>

F. Spring Cleaning and Deep cleansing	
Activity	Frequency
<p>Wash walls Wash/wipe ceilings Wash chairs Wash carpets Strip and polish the floors using suitable cleaning chemicals and equipments Wash windows and external window sills</p> <p>Toilet deep cleaning services includes:</p> <ul style="list-style-type: none"> • Urinals • Shower drains • Toilet bowls • Toilet rims, seats and covers <p>Kitchen deep cleaning services includes:</p> <ul style="list-style-type: none"> • Kitchen drains • Kitchen sinks and worktops • Drawers and cupboards • Areas behind appliances such as fridges and stoves 	<p>Once every six months and as and when required</p> <p>Monthly and as and when required</p>

<ul style="list-style-type: none"> The inside of stoves, fridges, microwaves and other kitchen appliance 	
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G. Litter picking	
Activity	Frequency
Daily litter picking around streets, offices and dining hall areas. Any additional areas which requires litter picking will be determined by the Service Manager Office paving is kept clean all the time Daily removing of used wheelie bins bags and replacement	Daily

H. General Maintenance	
Activity	Frequency
Ensure that milk, coffee, tea and sugar are replenished in offices. Water coolers, coffee machines are always filled up and clean at all times Fridges, microwave, water coolers are kept clean at all time	Daily

I. COVID19 Cleaning Requirements	
Activity	Frequency
Strick daily cleaning routine is required from the contractor to ensure reduced spread of covid19 Clean and disinfect floors daily Ensure there are hand sanitisers in every office and regularly refill them. Twice or more daily disinfect frequently touched surfaces such as door handles, microwaves, kettles, printers, phones etc. Monitor boardrooms by disinfecting tables, chairs etc after every meeting. Toilet and bathroom facilities must be cleaned and monitored at least hourly and surfaces disinfected as well. Refill antibacterial hand soap and provide hand towel in bathrooms and toilets. Use bleach or 70% alcohol based sanitiser for disinfecting frequently touched areas/objects Cleaning staff should also protect themselves from COVID19 when performing tasks through wearing masks, gloves, social distance etc. Ensure cleaning staff are trained on how to clean and disinfect during COVID19 pandemic. All COVID19 relevant statutory laws and regulations must be adhered to.	Twice or more per day depending on the traffic in the area

The cleaning frequency must be adjusted during times of high traffic or exceptional use (e.g. events, pandemic etc) in order to maintain a high level of service and customer satisfaction. The Contractor must establish the location of those areas and make provision for frequent and additional service in order to ensure an always neat, tidy and hygienic facility.

1.7. Supply and Control of Materials, Equipment and Consumables

The Contractor shall be responsible for:

- Purchasing, replenishing, safe storage, distributions and control of consumables, to agreed inventory levels, of consumables and some non-consumables (i.e. equipment's) required by the staff in the provision of the cleaning services. For details please refer to attached Appendix B;
- Requesting approval from Service Manager before purchasing of consumables. A copy of stock request must show stock remaining in store versus new stock required;
- Safe storage of all consumables. Should any of its staff members found to be pilfering the cost shall be recoverable from the Contractor and security protocols will be implemented to deal with culprits;
- Maintaining records of receipts and issues which should be reconciled and report submitted to the Service Manager on a monthly basis;
- All consumables and materials bought belongs to Eskom
- Ensure any non-compliant cleaning equipment is not used by any person whatsoever in the provision of the cleaning services;
- Ensure that its staff is properly trained in the use of cleaning materials and equipment; and
- Ensure that equipment used is safe and does not endanger the operator/s or member of the public in the surrounding areas where the equipment is being used.

1.8. Sanitary Waste Services

- The contractor will be responsible for providing suitable sanitary waste bins at all ladies toilets. Furthermore the bins are to be emptied at least twice a month, washed and disinfected regularly.
- Collection, transportation and disposal must be done in line with the health, safety and environmental statutory requirements. This activity must be done by a supplier accredited/suitable to do it safely.
- Provide necessary environmental compliance records such as landfill site permits, registration and transportation certificates, waste disposal records as instructed by the Environmental Manager in line with the Medupi Waste Management Procedure.

1.9. Pest Control Services

- This will be done on an RFQ system, where contractor must provide different quotes from supplies specialising in pest control management.
- Pest control services which may be required may include but not limited to:
 - Rodent control, crawling insect control, flying insect control and any other
- The pest control Contractor will be responsible for
 - Provide all necessary equipment, chemicals, and supplies to provide all required services.
 - Providing Valid Pest Control Officer Certificate for the applicator in line with Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947)
 - Providing the Service Manager with safety data sheet for pest chemical to be used for acceptance by HSE Department
 - Providing method statement for pest control for acceptance by HSE Department
 - Making every endeavour to safeguard health and safety of people and animals in the Property against any perils of using pesticides

1.10. Deep Cleaning Services

- Deep cleaning of toilets, basins and kitchens using suitable chemicals will be required.
- COVID19 disinfection service will also be required in situations where positive cases are known. The contract will be required to appoint a suitable/accredited service provider for disinfection.
- This will be done on an RFQ system, where contractor must provide different quotes from supplies specialising in COVID 19 disinfection and deep cleaning.

1.11. Recycling Participation

- Waste emptied from office bins is separated into different waste streams and refuse bags and must be emptied or disposed-off into appropriate wheelie bins.

1.12. Records

This includes but not limited to:

- Roster for routine maintenance
- List of defects and corrections (defects notification Report)
- A stock control list of all purchased and stored goods versus usage and area of usage and consumables invoices
- Weekday and weekend attendance register
- Safety and Environmental requirements

1.13. SHEQ

- The contractor shall comply with all applicable requirements of SHEQ system.
- All necessary Environmental and Safety Management procedures and reports to be submitted to the Service Manager or Supervisor as agreed.
- The contractor shall comply with all requirements of Quality as per Eskom's Quality Requirements QM-58 as per ISO 9001-2008

1.14. Labour Requirements

- Hiring of local labour takes priority, for recruitment all CV's are to be obtained from Eskom Information Centre and locality of all appointed candidates will be verified via Eskom Medupi IR office on Medupi site.
- Conduct criminal and Medupi site clearance check (before offer of employment)
- Conduct training, testing and verifying key personnel qualifications and competence.
- Medupi Site Specific Agreement (SSA) is not applicable for this contract.

NOTE: Due to the nature of the project environment and Medupi project nearing completion, the contractor will be required to submit staff demob plan when instructed by the Service Manager in order to review number of employees required going forward. Where the scope for office cleaning is reduced the Contract Manager might request that some of the cleaners work as litter pickers around site. Unfortunately some of the employees might need to be demobbed if there is no other work for them on the project

APPENDIX A

List of GCD Offices/Blocks to be maintained includes but not limited to:

Also note these are temporary buildings (i.e. cabins) might be reduced as project scale down.

	LENGTH	BREATH	QTY	m ²
Large Cabins	17	9	83	1269.9
Small Cabins	6	3	12	216
H-Block				2902.38
Toilets Large	17	9	6	918
Toilets Small	9	3	11	297
Information Centre	25	25	1	625
Turnstiles	30	3	12	1080
Total Area to be cleaned				7307.9

APPENDIX B

List of consumables to be used includes but not limited to:

ITEM	DESCRIPTION	SPECIFICATION	UNIT	QUANTITY	PERIOD
1	Toilet paper (SABS Approved)	500 pieces of single ply soft	each	300	weekly
2	Hand paper towel barrel rolls single ply, centre pool, 30gsm	11.8 x 9.2 inch	each	2x per toilet block	weekly
3	BH38 (all purpose)	5lt	each	420	monthly
4	Toilet cleaner	5lt	each	102	monthly
5	Deo balls	ea (5kg)	box	3 balls per toilet	weekly
6	Disposable gloves	100 gloves box	box	1 pair of gloves per cleaner	daily
7	Dust masks		box	1 dust mask per cleaner	daily
8	Respiratory masks		each	1 respiratory mask per cleaner	annually
9	Mutton cloth	1 kg roll	roll	4	monthly
10	Stalk Broom		each	1 per cleaner	quarterly
11	Floor Mop		each	1 per cleaner	quarterly
12	Feather duster	Short stalk	each	1 per cleaner	quarterly
13	Dust pan		each	1 per cleaner	Every 6 months
14	Toilet brush and holder		each	1 per cleaner	quarterly
15	Dishwashing liquid	5lit	each	102	monthly
16	Dish cloth	5 per pack	pack	6 packs	monthly
17	Dish towel	5 per pack	pack	6 packs	monthly
18	Refuse bags for office and kitchen bins	20 per pack	pack	1 per bin	weekly
19	Refuse bags for 240lt wheelie bins	20 per pack	pack	1 per bin	daily
20	Liquid hand soap	5lt	each	4	Monthly
21	Sanitary bags	20 per pack	pack	20	monthly
22	Toilet seat sanitizing sprays	6 per pack	pack	1 can per toilet	monthly
23	Air fresheners	6 per pack	pack	1 can per toilet	weekly
24	Floor polish	25lt	each	2	weekly
25	Furniture polish (aerosol)	6 per pack	pack	2 per cleaner	weekly
26	Window cleaner	6 per pack (750ml)	pack	1 per cleaner	quarterly
27	Handy Andy	6 per pack (750ml)	pack	6 packs	monthly
28	Bleach Thick	5L	each	20	Monthly
29	Carpet cleaning spray	6 per pack	pack	1 x	quarterly
30	Window cleaning kit squeegee, washer, sleeve (4 meters)		each	1 per cleaner	In two years.
31	Office and kitchen waste bins			As and when required	

Interpretation and terminology

Not available, however, should a need arise for a clarification the *Contractor* will consult the *Service Manager* to obtain clarity prior undertaking work or task

2. Management strategy and start up.

2.1 The *Contractor's* plan for the service

A plan of work for performing the office and ablution facilities cleaning services throughout the service period must be submitted to Service Manager within 2 weeks of contract start date.

A plan of work should include how teams and leadership will be divided, what methods or programs are going to be put in place during weekdays, weekends, pay weekends to carry out the works in time and without interruption.

The plan must also be in line with clause 21 of NEC TSC

2.2 Management meetings

The contractor is obliged to attend Medupi Project monthly SHE or Specific Environmental meetings (period and venue might change). The contractor may also need to present on topics related to the housekeeping or office cleaning management on site.

Daily activities planning and progress meetings will be held on a daily basis where necessary. Only managers and relevant supervisor/s are to attend these meetings.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback (to cover safety, environment, assessments, Risk, compensation events; overall work coordination, other matters of general nature.	Monthly (dates and time to be communicated prior) meeting invites will also be sent.	Medupi site	<i>Employer, Contractor</i>
Risk register and compensation events	As and when required	TBC	TBC

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

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

2.3 Contractor's management, supervision and key people

An organogram clearly showing *Contractor's* key people and their qualifications and lines of authority / communication, contact cellphone numbers must be attached and given to *Service Manager*.

Key Personnel minimum qualifications requirements:
CV's of key personnel

Site Manager with

- Min Any National Diploma, Min 2 years managerial experience and computer literate OR
- Senior Certificate (Matric) with Min 4 years experience as a manager/supervisor in Office cleaning / similar works and computer literate

Supervisor with

- Min Senior Certificate (Matric) with 2 year experience in Office cleaning / similar works and computer literate OR
- 4 years experience as a supervisor in Office Cleaning / similar works, computer literate

Safety Officer with

- SAMTRAC with min 5years experience in safety management OR
- Min National Diploma in safety management or equivalent with 2 years experience in safety management and computer literate
- Proof of Registered SACPCMP Or Registration in process

Note:

All CV's must include adequate references

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

All documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. All contractual correspondence will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. All contractual documentation will go through the Service Manager.

2.6 Invoicing and payment

The invoice needs to have all supporting documentation attached to the invoice, rental sheets per contractor, equipment registers, any other relevant information and signed off by both parties.

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:

Eskom Holdings SOC Limited
Medupi Power Station
P. Bag 7502
ONVERWACHT
0557

and include on each invoice the following information:

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

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

- Submit a pro forma by the 13th and 25th day of each successive month to the *Employer*
- The *Employer* will verify and return a payment certificate to the *Contractor* around 25th of the month
- Following receipt of the payment certificate the *Contractor* would be required to submit a tax invoice to the *Employer* and the following email address invoicesgrpcapitalMHP@eskom.co.za

Invoices should be addressed as below.

Eskom Holding SOC Limited
Medupi Power Station Project
Private Bag X7502
Onverwacht
0555

Eskom VAT no: 4740101508

2.7 Contract change management

Refer to the requirements for compensation event clauses in section 6 of the core clauses. Standard NEC forms to be used in the event of compensation events.

2.8 Records of Defined Cost to be kept by the Contractor

All actual costs need to be copied and the original forwarded to the *Service Manager* on the assessment date.

2.9 Insurance provided by the Employer

Refer to section 8. Risk and Insurances

2.10 Training workshops and technology transfer

This will be done on every handover per task/project as part of the *service* or at the end of the *service period*

2.11 Design and supply of Equipment

1.3.1. Equipment belonging to the Contractor

Service Manager will require viewing and a demonstration on all equipment to be purchased by the Contractor for usage as per the scope of work. Reason being that the Service Manager will want to satisfy him/herself that the equipment to be purchased is of good quality, sustainable and appropriate for the for the works. However all maintenance, repairs and liability remains with the Contractor as equipment belongs to him/her.

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

2.12.1 Equipment

All goods and equipment purchased on behalf of *Employer* by the contractor will remain property of the *Employer* at the end of contract period i.e. any agreed procured items.

2.12.2 Information and other things

Any information relating to any equipment that will belong to the *Employer* at the end of the contract will be required i.e. operating instructions, owner manuals, guarantees and warranties.

2.13 Management of work done by Task Order

Refer to Secondary Option X19 above

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

Contractors and their sub-Contractors shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993 and any regulations or by-laws of any local or statutory authority.

The Contractor acts in accordance with the health and safety requirements stated in the Works Information.

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Sub Contractors and mandatories with:

the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA")

the Eskom "Health, Safety and Environmental specifications for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing

- to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided
- the health and safety and Environmental plan prepared by the Contractor in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements").

The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Sub Contractors and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

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

The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

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

- supply the Eskom Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.

- supply the Eskom Safety/Environmental 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 Eskom Safety Officer of any changes thereto.
- The Employer, or any person appointed by the Employer, may at any stage during the period of this contract:
- conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Sub Contractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issue the Contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Employer's Representative.

The Contractor immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the Employer's Representative

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 as well as provisions in the Medupi Power Station Environmental Management System.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub Contractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Sub Contractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Sub Contractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

In carrying out their obligation as the mandatory to the Employer for this contract in terms of the Medupi Power Station ISO 14001 Environmental Management System and applicable legal and other requirements associated with the Works, the Contractor ensures that they comply with the System requirements when Providing the Services or using plant, materials or equipment.

3.1.2 TRANSPORTATION OF PASSENGERS:

It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:

- all passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belts for the number of passengers to be transported. No passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- tools and equipment must be properly secured.
- only authorised drivers that comply with the Road transport Act, may transport passengers.
- proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- the above must apply to on site and off site transportation of passengers.

3.1.3 Eskom lifesaving rules:

Five lifesaving 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.

3.1.4 SHEQ INDUCTION COURSE

- All the employees of the Contractor must attend a SHEQ induction course before they will be allowed to work on the Site. It is the responsibility of the Contractor to ensure that all employees have attended the safety induction.

3.1.5 LOCAL SAFETY PROCEDURES

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

3.1.6 INCIDENTS / ACCIDENTS

- Incidents and accidents must be reported and investigated. All incidents must also be reported to the Employer within 4 hours.
- First aid must be made available by the Contractor. The availability of the Contractor's own first aid or environmental response does not relieve the Contractor of his obligation to report and investigate the incident.

3.1.7 FIRE PREVENTION

- Contractor must comply. Documentation to be maintained according to Eskom standard.
- Training of operators must comply with the Works Information and statutory requirements.

3.1.10. COVID-19 MANAGEMENT PLANS

Contractor is to ensure compliance with the latest Disaster Management Act, 57 of 2002: Amendment Of Directions Regarding Measures To Address Prevent And Combat The Spread Of COVID-19 including any other statutory and Eskom requirements for CORONAVIRUS.

The contractor is required to have COVID-19 Management plans to address prevent and combat the spread of COVID-19 amongst its employees. The plans must be submitted to Safety Department for acceptance.

- **COVID-19 Management plan**
To include but not limited to social distancing measures, symptoms screening protocols, PPE (Cloth masks/face shields etc), Sanitizing and disinfecting plans Transportation of employees Awareness, communication and training
- **COVID-19 Induction**
- **Risk Assessment**
Include COVID-19 risks and hazards
- **Appointments**
Covid-19 Compliance Officer and Manager (16.5 and 16.6)
- **COVID-19 On-going Screening of employees**
Process pertaining to screening of employees
- **Emergency Response Plan (COVID-19 related)**
Emergency plans including management of sick persons/persons under investigation and transportation thereof to hospital/testing site.

3.1.11.1. DOCUMENTATION

The Contractor is responsible to have the following documentation available on site in accordance

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer
- Copies of all relevant SHEQ procedures and associated documents

3.1.11 RISK REGISTER

Table A: (Medupi project Site Specific Risk Register)

C	Category	Hazard Identification	What is the Root Cause of the Hazard?	What are the Consequences?
	Threats and Intimidation of Contractors by striking groups	Threats and Intimidation of Contractors by striking groups	Striking groups/ labour force	Death/Injury/Damage
	Labour Unrest	Unrest	Unhappy labour due to IR issues or payments	Death/Injury/Damage
	Malicious damage to plant and property on site	People	Un happy labour due to IR issues or payments	Damage property and loss of production
	Vehicle Driving	Vehicle accident	Recklessness/Poor judgement/human error	Death/Injury/Damage
K R	Theft of equipment and materials (including copper)	Equipment and materials unattended	unattended or not secure plant	losses of plant and equipment and materials breach of security
	Environmental	Air/water/ground pollution/waste/spills /destruction	No PTW/Poor judgement / human error/EMP non-compliant	Disease/Injury/Pollution
	Dangerous animals	Animals	Snakes, baboons	Death/Injury

Table B: (Contract Specific Risk Register)

RISK	MITIGATING FACTORS	LEVEL (HIGH/MEDIUM/LOW)
Scope: Scope creep	Scope creep will be managed via approved compensation events	Low
Safety:	Contractor to adhere to Medupi Project SHE Specification and OHSAct	Low
Environment:	Contractor to adhere to Medupi Project EMP and RoD and other relevant environmental authorisations.	Low
Demobilisation	Contract manager to regularly review labour requirements and communicate timeously of the need for demob due to project descalting.	Low
Suppliers Quality	<ul style="list-style-type: none"> Service Manager will verify quality on all goods and material supplied. 	Low
SD&L targets	<ul style="list-style-type: none"> Service Manager will ensure that the contractor submit SD&L scheduled and quarterly reports 	Medium
Service interruption Absenteeism/Downtime due to Equipment breakdown or Service	<ul style="list-style-type: none"> Contractor to provide a plan on how to continue service without interruption due to broken equipment and absenteeism 	Medium

3.2 Environmental constraints and management

The contractor should note that the Employer 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 the site 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 ensure sufficient funding is allocated for environmental management.

Where applicable to the scope of work the *Contractor* is required to comply with the following site specific documents (but may change from time to time due to review and/or operational requirements):

- a. Medupi Environmental Statement/Policy
- b. Procedure for the Identification and Assessment of all Environmental Aspects and Impacts
- c. Environmental Legal and Other Requirements (this will include all applicable Environmental Authorisations and Environmental Management Plans)
- d. Medupi EMS Scope and Manual
- e. Environmental Training, Awareness and Competence
- f. Health, Safety and Environmental Communication Procedure
- g. Identification and Application of Environmental Operational Controls
- h. Environmental Performance Monitoring and Measurement Procedure
- i. Handling of HSE Non-conformities and Corrective and Preventative Measures
- j. Health, Safety and Environmental Incident Management Procedure
- k. Health, Safety and Environmental Audit Procedure
- l. Management Review Procedure
- m. Medupi Waste Management Procedure
- n. Spill Prevention Control Countermeasure Plan
- o. Integrated Waste and Water Management Plan (IWWMP)
- p. Land management plan
- q. Medupi Alien and Invasive Plant Species Management Plan
- r. Stockpile Management Plan
- s. Water Management Plan

- t. Sewage Management Plan
- u. Fire Management Plan

All relevant site environmental plans and procedures will be issued to the *Contractor*.
Contractor should also comply with any new environmental procedures issued by Medupi Environmental Department.

Contractor Environmental Obligations

Contractor shall submit Environmental documentations aligned to scope of works for approval by Team Medupi Environment, the documents include:

- Aspect and Impact register including all activities in the scope of works; and
- Environmental management plan as per the identified Aspect and impacts (such as waste management, spill management, incident management, water management, hazardous chemical substances management, site establishment etc.).
- Alien and invasive management plan which is aligned to the site alien and invasive plan; and
- Any other method statements required by Environmental Department.

Contractor will also be required to:

- Comply with environmental legal and other requirements;
- Report all environmental incidents as per the project procedures;
- Attend environmental audits and close out any audit findings within timeframe;
- Attend environmental meetings; and
- Conduct environmental training and awareness related to the scope of this contract.

3.3 Quality assurance requirements

1. Quality assurance requirements the Supplier shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001:2008 certified or compliant thereto. Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable services.
2. The Supplier agrees to control and professionally preserve and store appropriate documents, records and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
3. The Supplier agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and in order to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
4. The delivered or services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
5. The Employer shall have the right to regularly conduct inspections, assessments, audits and surveys and perform surveillance of the Supplier's and/or Sub-Supplier facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
6. The Employer reserves the right to inspect, at reasonable times, any or all of the services performed at the Supplier's or Sub-Supplier's premises or elsewhere. Verification by Eskom shall not absolve the Supplier of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by Eskom.
7. The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the Employer shall be remedied by the Supplier upon demand by the Employer without undue delay and at no extra cost. The Supplier shall continuously monitor and identify non-conformances, both

- internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
8. The Supplier shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
 9. Nothing contained in the Contract and/or purchase order and/or scope of work and /or works information shall relieve in any way the Supplier from the obligation of Quality control thereof.
 10. The Supplier guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.
 11. The Supplier shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the Supplier intends to perform the Contract.
 12. The Supplier shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
 13. The Employer reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all of them to confirm the Quality evaluation.
 14. The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
 15. The Supplier shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects, on request.
 16. The Quality of the services and the contents thereof will always be in accordance with professional standards.
 17. For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society
 18. The Supplier must, at all relevant times, scrutinise and be aware of Eskom's requirements with specific focus on , inter alia, its philosophy, principles, strategies, practises, mission, vision, models, policies and practises.
 19. The Supplier shall exercise reasonable professional skill, care and diligence in the performance of his obligations in terms of this agreement.
 20. On awarding of the Contract to the successful Supplier, such Supplier shall present to the Employer an acceptable Quality Control Plan (QCP). The QCP shall comply with the requirements of ISO 10005 and shall include, but not be limited to, the following clauses:
 - i. A description of the type, level and frequency of inspections performed by the Supplier's Quality Control monitors .These inspection reports shall be made available to Eskom, on request
 - ii. Quality Control check lists used to conduct inspections which include , as a minimum , checks of equipment , uniform , attendance and/or compliance with sign in/out procedures , knowledge of and adherence to Duty Book requirements ,knowledge of and adherence to screening equipment operating procedures , possession of certification and company identification cards , possession of required licences and permits , current fire arms qualifications and overall performance
 - iii. Resumes for all personnel appointed to serve as Quality Control monitors.
 - iv. Scope of a Quality Plan, Quality objectives, Management responsibility, control of documents and data , Control of records , resources , Customer communication, Audits
 21. On awarding the contract, the parties will each nominate to the other their Quality representative(s), in writing.
 22. The Supplier shall use all methods deemed necessary to ensure that the Supplier's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by Eskom Security staff; intrusion tests by undercover Eskom Security staff to evaluate the security guards' actions and surveys of Eskom employees regarding the security guards; professionalism , courtesy and knowledge of their assigned duties

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and

describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Unskilled labour to be sourced from Lephalale Municipal district. Proof of residence to be submitted to SD&L for confirmation.

4.1.2 BBBEE and preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

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

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

Local Content and Production

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

Please refer to clause 26 Sub-Contracting.
The Contractor must consult with the Employer for acceptance of a subcontractor.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Please refer to Section 26 Sub-Contracting.

4.2.3 Limitations on subcontracting

Please refer to Eskom Procurement and Supply Chain Management Procedure 32-1034, Section 3.4.
Should the outsourcing of specialised services be the case the Contractor prior to preparations must inform the Employer stating the reasons why, and enough time should be given to the Employer in order to prepare the input.

4.2.4 Attendance on subcontractors

Please refer to Section 26 Sub-Contracting
Also note that a subcontractor remains a responsibility of a Principal *Contractor* for a contract period. The *Service Manager* may instruct a Principal *Contractor* to bring its subcontractor/s to a meeting at any time.

4.3 Plant and Materials

4.3.1 Specifications

Refer to C2 TSC3 Pricing Data Option B

Where applicable the Service Manager will give specifications to the Contractor for a specific task, tests and inspections to be done as and when required as per given specifications.

Routine maintenance, replacement of worn or defective parts will be applicable on all equipments.

The Contractor plant and materials shall comply (not limited to) with:

- all relevant Eskom Safety procedures;
- all requirements of Quality as per Eskom's Quality Requirements QM-58 as per ISO 9001-2008; and
- all relevant Environmental requirements

4.3.2 Correction of defects

Plant defects to be repaired or replaced within 24 hours of defect notification.

4.3.3 Contractor's procurement of Plant and Materials

As per Task Order from the Employer.

The Contractor will not purchase any Plant and Material (to be owned by Employer) before discussing it with Service Manager. Where applicable the Employer may require warranties details. Tests and inspections may be done before delivery.

Plant not accepted by the Employer will not be allowed onsite.

4.3.4 Plant & Materials provided "free issue" by the Employer

N/A

4.3.5 Cataloguing requirements by the Contractor

N/A

5. Working on the Affected Property

In areas where Affected Property is to be shared for work by different Contractors, affected contractors have to cooperate and manage their agreements. They all have to notify the Service manager.

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

- The Contractor needs to adhere to all site rules.
- Each employee needs to have a medical done prior to entering the site and obtaining an access permit.
- Access card system and vehicle permits are used for gaining into site. The first access card will be issued freely, and any lost card will be changed at a fee.
- Induction training needs to be carried out and all risks identified and discussed with the employees. Attach proof of this training to the request for access permit.
- Permit to work and screening will be required according to the National Key Point (Act 102 of 1980).
- The Employer has a zero tolerance on substance abuses.
- Vehicles need to be roadworthy at all times otherwise access to site is denied
- Strict road rules are in place and need to be adhered to at all times under normal operation.
- All staff needs to wear the appropriate PPE at all times on the site.
- Visitors' are required to apply for access 24 hours prior to visiting site. The visitor must bring along a valid Identity Document (ID) which will be presented to the security office prior accessing the site.
- In addition to the above there may be other restrictions once on the site, such as rules relating to roads, walkways, barricading etc.
- Medupi Power Station has very strict entrance requirements which tendering contractors need to allow for in their pricing, and the Contractor has to comply with.

5.2 People restrictions, hours of work, conduct and records

Official site hours will be adhered to unless a special permission is granted by the Services Manager. Record of staff hours worked should be kept in a Register. Timesheet should be kept and submitted with all monthly payments assessments and will also be required in compensation event claim. All such records should be available onsite. The Service Manager shall have access to them at any time.

5.3 Health and safety facilities on the Affected Property

Refer to section 3 above.

5.4 Environmental controls, fauna & flora

Refer to section 3 above. More details are also contained in the Medupi Environmental Management Plan and relevant authorisation, permits and licences

5.5 Cooperating with and obtaining acceptance of Others

In areas where Affected Property is to be shared for work by different Contractors, affected contractors have to cooperate and manage their agreements. They all have to notify the Project Manager

5.6 Records of Contractor's Equipment

Contractor is responsible to all equipment brought onto site. The *Contractor* must keep a list of equipment brought into site for the works. The list should categorise equipment into two (Hired and owned) whatever the case might be. The Medupi site permit book system will be used to control the movement of equipment in and out of the Affected Property.

5.7 Equipment provided by the Employer

The Employer will not provide any equipment to the contractor. All necessary equipment needs to be provided by the Contractor

5.8 Site services and facilities

5.8.1 Provided by the Employer

The *Employer* will provide power, water, waste disposal, sewer connection to mains. The *Employer* will fill the water tanks with water and remove sewage from septic tanks. The Contractor shall provide everything else necessary for providing the Service.

Note:

Local labour should be used as the Employer makes no provision for accommodation for the Contractor

5.8.2 Provided by the Contractor

The Employer will not provide any equipment but it might help in the case where it sees fit to do so.

The Contractor is to provide all office and ablution facilities (structures), including covered storage working areas, eating area, if applicable. Contractor is to provide storage, vehicles and office equipment. *Contractor* to provide water tanks and septic tanks if there is no main water or sewer connection in the allocated Contractors yard.

Note:

All equipment and facilities purchased by the Contractor on behalf of the Employer will remain property of the Employer upon completion of the contract

The Contractor must provide everything else necessary for providing the service e.g. tools, computers, printers, fridges, microwave, tea and sugar etc.

5.9 Control of noise, dust, water and waste

Refer to section 3 above

5.10 Hook ups to existing works

If the *Contractor* requires the use of existing infrastructure, it needs to be arranged with the *Service Manager*

5.11 Tests and inspections

5.11.1 Description of tests and inspections

All plant to be inspected and tested to ensure they in good condition and serviceable

5.11.2 Materials facilities and samples for tests and inspections

N/A

6. List of drawings

6.1 Drawings issued by the Employer

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

Drawing number	Revision	Title
Available upon request from <i>Employer</i>	Rev0	