



## NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of Efficient Boiler and Turbine Plant  
Cleaning Services for a period of 5 years at Tutuka  
Power Station**

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<b>Contents:</b>	<b>No of pages</b>
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<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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

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## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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## C1.1 Form of Offer & Acceptance

### Offer

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

### The Provision of Efficient Boiler and Turbine Plant Cleaning Services for a period of 5 years at Tutuka Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>R As per the price List</b>
	Sub total	<b>R As per the price list</b>
	Value Added Tax @ 15% is	<b>R [•]</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R [•]</b>
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>

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

10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	The Provision of Efficient Boiler and Turbine Plant Cleaning Services for a period of 5 years at Tutuka Power Station
11.2(14)	The following matters will be included in the Risk Register	As per Annexure B of this document on 2 <sup>nd</sup> last page
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 hour during an emergency situation 1 week (5 working days) under normal circumstances All verbal, telephonic, texts, MS Teams etc communications must be converted in writing within 48 hours, where applicable recording shall be initiated for referral
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date as per the Task Order, agreed between the <i>Service Manager</i> and <i>Contractor</i>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	1 October 2022
30.1	The <i>service period</i> is	60 Months
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	25 <sup>th</sup> day of every month
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	30 days
51.4	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>
6	<b>Compensation events</b>	Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i>
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	As per Z12 clause in this contract
80.1	These are additional <i>Employer's</i> risks	1. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document
9	<b>Termination</b>	NEC3 core clause 9 shall be applied for termination.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	In C2.2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks



11	Data for Option W1			
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	The month prior to the enquiry closing date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		15%	non-adjustable	
		100%		
X2	Changes in the law of		Republic of South Africa is a compensation event if it occurs after the Contract Date	

<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>Annexure A on the second last page of this contract document</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>Infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>1 month after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Within a day to two days maximum of receiving the Purchase Order</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	<b>Annexure C On the last page of this document</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract</b>

X20.2	A report of performance against each Key Performance Indicator is provided at intervals of <b>6 months interval</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters

the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

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

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

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

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

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

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the

*Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

## **Z8            Notifying compensation events**

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

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

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

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

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

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

## **Z11          Ethics**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Z12 Insurance**

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

#### **Insurance cover 83**

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

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to	The replacement cost where not covered by the

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

**Z 12.2 Replace core clause 86 with the following:****Insurance by the Employer**

86

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

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document

Nuclear Material Damage Terrorism	Per the insurance policy document
--------------------------------------	-----------------------------------

**Z13 Nuclear Liability**

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

**Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.



**Standard** means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

**SANAS** means the South African National Accreditation System.

**TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

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

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

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

#### Notes to a tendering contractor:

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

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

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

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

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	C2.2
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

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

	UOM	Rate
<b>Core Crew</b>		
Site Manager	HR	
Supervisor	HR	
Safety Officer	HR	
General Worker	HR	
Admin Clerk	HR	
<b>Emergency Crew/Overtime(24hr coverage)</b>		
Supervisor	HR	
General Worker	HR	
<b>Equipment(as and when required)</b>		
Vacuum truck/Supersucker (wet), incl. 4x operators	HR	
Bobcat(wet), incl. 3x drivers	HR	
Electric vacuum truck with collector vessel, incl. 1x operator	HR	
TLB(wet), incl. 1x driver	HR	
Tipper truck(10Ton) (wet), incl. 2x drivers	HR	
Diesel slurry pump(wet)	HR	
Transport/km ( H-W-H )	km	
Consumables (paper products, hand soap, black bags, tools etc.)	As and when	
<b>ONCE OFF</b>		
PPE	Per year	
Safety Files	Per year	
Medicals	Per year	
Site Establishment	Once off	
Site de-establishment	Once off	
<b>Note: Rate based only</b>		

### Note:

- Contractor to supply rates only and the equipment rates must be in wet rates
- Normal Time: is estimated at 173 hours per month.
- Prices will be fixed and firm for the first year. CPA will be calculated from 2<sup>nd</sup> year onwards.
- Equipment rate to include Driver & assistants operators.

**Gate-keeper**

Proof of National Contract Cleaners Association Registration & Membership

**Note:**

**Tenderers shall allow in their rates for the cost of all materials, labour, profit, supervision and all other costs which may be incurred in the proper execution of the works**



## PART 3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	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

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## 1 Description of the service

### 1.1 Executive overview

Due to the current housekeeping challenges and maintaining the requirements of maintaining a clean and safe working environment at Tutuka Power Station, it was decided that the need arises from Tutuka Power Station as a result place cleaning contract of Boiler & Turbine Plant for a period of 5 years, keep the plant always cleaned and to comply and align with the SHEQ Policies, Standards and Procedures.

The scope of work consists of the plant cleaning on the boiler & Turbine plant, which includes but not limited to, all station sumps cleaning, general station cleaning etc. A clean plant means that there is no dust, spider webs, coal/ash/oil spillages, bird droppings and any other debris in and around the plant and its peripherals.

### 1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
COC	Certificate of Compliance
CPA	Cost Price Adjustment
HV	High Voltage
ISO	International Organization for Standardization
LAR	Local Access Register
ORHVS	High Voltage Regulations
OSHACT	Occupational Health and Safety Act
PIR	Performance Improvement Report
PPE	Personal Protection Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
SACPCMP	South African Council for the Project and Construction Management Professions
SAMTRAC	Safety Management Training Course

SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization
SOW	Scope Of Work
TBA	To Be Announced
TBC	To Be Confirmed
WWM	Work Week Management

Definitions	Explanation
Basement	Ground floor level inside the station main building from units 1 to 6 including the concrete area extending to the id fans but excluding the enclosed dust hopper areas
Bunding area	Spillage containment area, constructed as a brick/concrete wall around an oil, fuel or diesel bulk storage tank
Buck stays	Part of the structure on the outside of the boiler which creates a small narrow sloping ledge on which dust accumulates
Confined Space	Definition as per plant safety regulations - means an enclosed, restricted or limited space in which, because of its construction, location, contents or any work carried out therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit sewer, container, valve, pumps, sump or similar construction, equipment, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present
Crawl Beams	The supporting structure on which an overhead crane move
Dirt	Entails soil, grit, sand and dust, coal dust and stones
Damp cleaning	Wipe with a damp cloth
Dusting	Use feather dusters, either long or short handle type to suit application
Elevated heights	Any level above ground
Employer	Eskom Tutuka Power Station
Empty refuse bins	Two large yellow collection bins are situated in the basement outside the station building next to the precipitators of boilers 3 and 6
Fly Ash	Fine ash resulting from burnt coal
LAR	Limited access register used by the person in charge of plant to give persons permission to enter a restricted area to carry out an activity on the plant. Register kept at the unit operator's control desk
PF dust	Pulverised Fuel dust also called coal dust. Can be cold or smouldering.
PPE	Personal protective equipment, e.g. Safety boots/shoes, gumboots, safety helmet, gloves, ear muffs, dust masks, safety goggles, overalls, (plain/acid), aprons, safety harnesses (where specified). Safety belts where specified.
Refuse / domestic refuse / rubbish / rubble	Entails non-metal materials such as plastic bottles, cans, wrappers, papers, polystyrene food containers,

	cups, rags, wood, planks, rope, plastic sheets, etc
Scrap	Metal parts of any type, shape or size, non-metal material which cannot be utilized anymore and posing a safety or health hazard and which is not isolated by means of an approved barrier tape or solid fence, and inhibits good housekeeping. Also includes un-barricaded equipment, eg. Ladders, scaffolds, gas bottles etc
Structure	Columns, beams, landings, buildings, staircases, and platforms
Sweeping	Use brooms, either narrow or broad type to suit application

### 1.3 Introduction

Tutuka Power Station is a coal fired power station and has 3600MW installed capacity and was constructed in the mid 1980's. The Tutuka Power Station is located within the Standerton magisterial district, approximately 21 km northeast of the town Standerton in the Mpumalanga Province. Hydrologically, Tutuka Power Station is situated within the Quaternary Catchment C11K, which in turn forms part of the Vaal River catchment area. This catchment area falls largely within the Environmental Water Requirement (EWR) Class C (moderately modified) management class.

Tutuka Power Station has unfortunately deteriorated over time due to poor housekeeping, particularly due to ash and Pulverized Fuel (PF) build up over time.

The health risk posed to employees working in the area has also increased due to the levels of airborne dust, emergency ash offloading, leaks etc. In addition, the plant equipment has been observed to be in an increasing trend and affects the reliability and availability of plant.

### 1.4 Objective

The objective of the cleaning contract is to achieve and maintain a clean and safe plant. The indicated activities and requirements captured in the cleaning scope are an *Employer's* deduction of activities including the frequent intervals required to achieve a clean and safe plant. It remains the responsibility of the *Contractor* to assure that these recommendations are sufficient and to adjust/optimize the requirements and labour force whenever necessary to ascertain efficacy when executing the cleaning scope.

### 1.5 Roles and Responsibilities

#### Operating Department

- Responsible to coordinate all the works, managing the contract and liaising with the *Contractor*
- Responsible for supervising the works being executed at all times
- Compiles scope of work for the Industrial Cleaning
- Conducts technical evaluation, as per the issued technical evaluation strategy

#### Principal Contractor

- As per OHS Act (85/1993), executes scope of work issued by the *Employer*

- Report any risk, challenges that arise during the scope execution, including safety related challenges

### **Tutuka Environmental**

- Ensures that environmental legislation and standards are adhered to, and environmental practices are implemented at all times during execution of the works.

### **Tutuka Quality**

- Ensures that quality legislation and standards are adhered to, and quality practices are implemented at all times during execution of the works.

### **Tutuka Safety**

- Ensures safety legislation and standards are adhered to, and that safety practices are implemented at all times during execution of the works.

### **Process for Monitoring**

The procurement department will adjudicate the tender evaluation and contract appointment.

The Contractor will daily/weekly report which will ensure the works are executed within the relevant technical, and SHEQ requirements

## **1.6 Constraints**

### **General Constraints**

Optional site tender briefing session/scope clarification meeting can be conducted or requested by the Tenderer

All technical queries to be directed to Operating department

*Contractor* to provide returnable schedules in accordance with the technical evaluation strategy issued by the Employer.

### **Site Constraints**

All works must be executed while the plant is in operation, some area might be isolated some areas might not have isolations might not be provided, a risk assessment to be conducted for every task and approved by the *Contractor's* safety officer

*Contractor* to provide all machinery, equipment, plant, materials and skilled labour to execute the required works.

All environmental laws and regulations are to be adhered to during the execution of works.

The *Contractor's* tools, machinery, equipment and execution of work must not impair the operation or access to the station.

During execution of the scope of work, *Contractor* to share the site with other contractor/s conducting operation and maintenance tasks.

## 1.7 ***The Contractor's Cleaning Staff and Equipment***

- The *Contractor* will employ sufficient staff.
- The *Contractor* supplies proof that the cleaner performing a task has been trained and is aware of all conditions/requirements pertaining to the use of the equipment that the cleaner is using (i.e., use of vacuum cleaners, ladders, scaffolds, detergents, etc.) as well as the hazards and risks associated with this. Proof of such training must be kept and made available to the *Employer* on request. Every hazard and risk must be mitigated to ensure safety of personnel and plant.
- The *Contractor* staff shall wear uniquely identified clothing at all times which will identify the *Contractor*.
- Under no circumstances will the *Contractors* staff wear the *Employer's* PPE.
- The *Contractor* shall ensure that the cleaners are under constant direct supervision at all times.
- The *Contractor* shall be responsible for the provision of all, or any temporary or expendable materials required allowing for storage of material.
- The *Contractor* shall be available for emergency cleaning – there must always be a team of at least 6 employees on site including a supervisor handle emergency cleaning.
- The *Contractor* shall ensure that the required cleaning equipment's are made available on request within 24 hours, after receiving the instruction from the *Employer*.

THE CONTRACTOR TO SUBMIT A METHOD STATEMENT THAT SHOULD INCLUDE THE FOLLOWING IN DETAIL:

- The number of the people allocated to various plants
- Frequency of cleaning for each area of the plant.
- Industrial cleaning equipment that will be utilised for the areas including portable industrial vacuum plant.
- Quality control plan
- Strategy for the cleaning of recurring water, dust, coal, ash and pf, ash leaks etc.

## 1.8 **Site Inspections and Discussions**

The *Contractor* acknowledges that the service requirements are satisfactory before submitting the tender. The *Contractor* shall obtain all the necessary information to understand and be familiar with the layout of the premises, the quantities and nature of the works, labour, materials, equipment necessary for the completion of the plant cleaning services, additional services required and the means of access to the premises. In addition, the *Contractor* shall obtain information in relation to risks, contingencies and other circumstances which may influence or affect the contract.

## 1.9 **Management and Supervision**

The *Contractor* is expected to provide the total infrastructure to competently fulfil the requirements of this contract. This shall include adequate management and supervision at all levels.

The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such staff structure and after such approval; the *Contractor* shall submit an updated staff structure to the contract manager.

The *Contractor* shall submit his plan for executing the service with his tender. The *Contractor* shall include in this plan:

- a. Training (in line and in fulfilment of the requirements of this scope of work)
- b. Safety
- c. Quality

The *Contractor* provides transport and accommodation for their people.

The *Contractor* provides Chemical Resistant/ Retardant PPE for personnel, office consumables, etc.

The *Contractor* provides office space for their people as per the site establishment quotation.



**Contractor's management of his personnel**

- a. All personnel shall comply with specified PPE requirements for all plant areas and operations and shall report any unsafe condition to the supervisor or in his absence, shall report to the Eskom safety officer and/or the Project Manager or his/her delegate.
- b. The *Employer* may have stated reasons to instruct the *Contractor* to remove any person from the Contract /Site. This can be done by a formal instruction, early warning, email etc.  
The *Contractor* arranges and ensures that after one day of receiving the instruction to remove any person, the person has no further responsibilities with the work included in this contract.  
Failure to comply with the instruction to remove any key person from site shall be a breach in contract and shall result in termination of the contract.
- c. The *Contractor* ensures that all staff being brought to Tutuka Power Station has a valid medical screening and fitness certificate based on the industrial cleaning
- d. The *Contractor* must ensure that his personnel are in possession of a valid National driver's licence and Eskom Tutuka's access permit.
- e. The *Contractor* provides his own transport and accommodation for personnel
- f. The *Contractor* shall adhere to all provisions within the National Water Act No 36 of 1998 and the National Environmental Waste Act No 59 of 2008.
- g. All the *Works* will be subject to anytime inspection from by the *Employer* at any point in time.
- h. Damage to the Eskom facilities/properties, which can be clearly attributed to negligence on the Contractor, shall be for the *Contractor* account.
- i. The *Contractor* shall record all as found conditions (state of plant, including defective equipment) etc.
- j. The *Contractor* shall ensure that each shift has a full staff complement at all times, shift arrangement and overtime shall be discussed with the Employer for alignment as per the scope of work
- k. The *Contractor* shall inform the *Employer* in advance of all approved leave (annual leave, sick leave, etc.) of his personnel and the arrangements for cover for the duration of the approved leave of said personnel.
- l. The ablution facilities will be provided by the *Employer*

**Limited Access Register (LAR) or Similar System to Manage Plant Access**

The Eskom LAR system is explained below:

- a) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- b) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
  - i) They must not involve danger to the person carrying out the activity;
  - ii) No plant isolations must be required;
  - iii) The activity must be performed by a skilled person and there must be no risk of a production loss;
  - iv) The duration of the activity must be less than 24 hours.
- c) The Supervisor accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.
- d) It is very important that the person who plans to do an activity on a plant under the LAR inform the person in charge of the plant of what will be done.
- e) This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The *Contractor* is also responsible for signing the LAR book.
- f) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal and that the LAR has been signed off. Just signing the LAR book is not sufficient.

**1.10 Employer's requirements for the service:**

The cleaning services shall cover but not limited to the primary plants stipulated below and any other plant the Employer might require cleaning services at Tutuka Power Station. The scope can be expanded as per the cleaning demands and needs required in the plants. Areas not included in the scope may not be exempted. Is it the responsibility of the *Contractor* to ensure that task based risk assessments are conducted, shared with the employees and authorised by the *Contractor's* safety officer, supervisor, or site manager, before the commencement of any task included and excluded in this works information.

The scope is inclusive of the Boiler, Turbine, related plants, to name a few: boiler basement/floor, submerged Screw Conveyor area, drains and sumps around the boiler floor, boiler structure across all levels, turbine floors, turbine structures across all levels, cable racks, cable tunnels, boiler and turbine systems etc, for a period of 60 months, commencing from the day the contract is signed and accepted by both the *Contractor* and the *Employer*.

### **Below is an example of the plant area and their systems which forms part of the cleaning scope of work**

The scope of work consists of plant cleaning from unit 1 to 6 in and around the boiler plant and turbine floor until 16meter level at Tutuka Power Station with a 24hr coverage. Plant cleaning requirements shall cover area from unit 1 to 6 which includes, boiler basement, boiler structures from 16meter level to 95meter level, turbine areas from 0meter level, 12meter level and 16meter level etc.

- i. *Contractor* to bring in all machine, equipment, systems/infrastructures and operational requirements including labour required to execute the scope in the shortest possible.
- ii. *Contractor* to conduct detailed site preparations and put up a daily plan for cleaning requirement including resources to achieve efficient plant cleaning
- iii. The *Contractor* must record the following when cleaning is being executed:
  - a) Date and time and area cleaned
  - b) Problems identified
  - c) Maintenance action required if any
  - d) Actions taken/recommended during scope execution
- iv. Contractor to note that all cleaning information must be recorded on a daily report. The report must be submitted to the relevant Tutuka stakeholders on a weekly basis.
- v. The Contractor must ensure that the cleaning personnel are well-trained and informed of the industrial cleaning and work requirements. The Contractor's Project Manager/Site Manager/ Site Supervisor must monitor general cleaning and where applicable, supervise specialised cleaning tasks.

### **Labour, Materials and Machine/Equipment**

The *Contractor* shall be responsible for the supply and delivery of all materials, tools, equipment, tools, machinery, labour, and specialist skills necessary to execute the required cleaning works. All equipment and machinery must be in working order.

*Contractor* to provide their own resources to secure security of tools, materials, and machinery/equipment that will be stored on site. Employer will not be liable to account for any costs related to damages or theft of Contractor's tools, materials, and machinery and equipment.

All Consumables will be provided by the contractor and including cleaning tools/Equipment

### **Availability of Plant**

- The *Service Manager* or the *Employer's* Supervisor will inform *Contractor* of outage dates
- The preliminary outage program will be forwarded to *Contractor*
- The *Service Manager* or the *Employer's* Supervisor will forward any changes to the outage program

**The plant lay out and the scope to be executed**

Areas not included/omitted/mentioned in the scope will not be exempted when cleaning requirements are need. The Contractor can be moved to any area that required cleaning at the station as per the instruction issued by the Tutuka Contract Manager.

**Boiler Basement unit 1 to 6****Milling Plant**

- Cleaning Girth gear sumps
- Pedestal
- DE & NDE Classifier
- Inside and Outside of Sound hood
- Oil system and spillages
- Coal and PF spillages
- Purge air system
- Removal of dropped charge on request.

**SSC Floor**

- SSC floor washing
- SSC floor ash heaps removal
- Sumps and Trenches cleaning
- Ash box internal
- Bins removal
- Boiler aux cooling water pipe work cleaning
- Sump monitoring for overflow
- SSC and emergency off- loading cleaning

**Draught Group Cleaning**

- LH & RH FD fan oil system and spillages
- LH & RH FD Fan pedestal
- LH & RH PA fan oil system and spillages
- LH & RH PA fan pedestal; bins removal

**Unit 1 to 6 boiler structures**

- Removal/Cleaning of hard ash inside and outside the boiler.
- Boiler structures cleaning, on a daily basis from 0-meter level to the top of the boiler. Structure, i.e., 95-meter level. Services required for all units.
- Boiler external washing on request.
- Vacuum with super sucker the boiler structures beams, cable racks all roofing structures, corridors walls. Floors logically belonging to the associated boiler area and all electrical switch rooms.
- Feather dust/ Sweep boiler beams, structures, tanks, gratings, station air-con area, hand railings, pipework, vessels, air heaters, sling decks, DST area and aux manifold area which can be reached.
- All ash collected must be disposed at the ash disposal.
- General cleaning services during planned/forced outages.
- Domestic and hazardous waste bins emptying on a regular basis.
- Boiler lifts.
- FD suction inlet on request.
- Ducting

**Turbine Plant (unit 1 to 6)**

- Turbine floor cleaning from 0 m to 16 m and Station cable tunnels
- General cleaning services during planned/forced outages
- Domestic and hazardous waste bins emptying on a regular basis
- Turbine structures cleaning (gratings, Staircases, turbine walls, pipework, vessels, sumps, Station trenches, service transformers and bays, cable racks, cranes, and surrounding areas, 22kV breaker area.
- Auxiliary bay stairs and walls including turbine walls
- Generator canopies including EFP's and BFPT's
- HV yard to turbine floor entrances; Turbine house entrance and car parking area and Turbine lifts
- Vacuuming services (industrial vacuuming machines, ride-on sweepers)
- Inaccessible area on structures/EFP area/Cross Overs/HP Heaters

**Equipment Supply Services**

- Vacuuming services by means of a heavy-duty mobile vacuum unit
- Ash emergency off-loading on the SSC and Dust Handling Plant
- Domestic and hazardous waste bins emptying on a regular basis
- Moving of coal/ash/debris from site to designated disposal areas that is ash disposal, coal stock yard and hazardous and waste site
- Cleaning and emptying of all site sumps (Degritting Sumps, vessels, Bucket elevator sumps, blow down vessels) on request

**Outage work**

- The *Service Manager* or supervisor will inform *Contractor* of outage dates.
- The preliminary outage program will be forwarded to *Contractor*.
- The *Service Manager* or supervisor will forward any changes to the outage program.
- *Contractor* will submit a preliminary plan for servicing equipment to the *Service Manager* and the supervisor according to the outage plan of the client, no later than two weeks or as specified in terms of the outage requirements.
- As and when required, provide cleaning services as follows
- Boiler basement cleaning scope.
- Boiler structures scope
- Turbine plant scope

**DETAILED SCOPE OF WORK**

The contractor shall be responsible for the following areas:

**GEN TRANSFORMER AREA** – From the HV Yard Road to the turbine wall including Gen Transformer road and the surrounding areas.

**TURBINE AREA** – Turbine house from the turbine basement until 16ML including all pipes/cable trenches/tunnels.

**BOILER AREA** – From Boiler basement, which covers the Milling Plant, SSC area, PA and FD Fan, Boiler Structures from 16m/l up to 95m/l, cable tunnels, sumps and the area to the Dust Handling Plant roads included.

**THE OBJECTIVE OF THE INDUSTRIAL CLEANING CONTRACT IS TO ACHIEVE AND MAINTAIN A CLEAN PLANT. THE INDICATED ACTIVITIES AND FREQUENCY IN THE SCOPE ARE THE EMPLOYER'S ESTIMATES – IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THESE ESTIMATES ARE SUFFICIENT. IF NECESSARY, THE CONTRACTOR SHALL ADJUST THE FREQUENCY OF CLEANING ACTIVITY TO MAINTAIN AND ENSURE A CLEAN PLANT**

Preferable method of floor cleaning is by using walk behind sweepers, with cleaning kit consisting of hose, wand and attachment. It should also have a pre-sweeping attachment that will remove litter and debris. Washing of floors will require special permission from the power station general manager.

**1. GEN TRANSFORMER FAN AREA**

Areas from the road on the ground level		
AREA TO BE CLEANED	METHOD	FREQ
From the HV Yard Road to the turbine wall including Gen Transformer road and the surrounding areas.	Sweep road, pick up papers, rubbles, unblock drains	Weekly
Areas around the Gen transformers including trenches, 20KV transformer yard, CPP plant, CRT & H2 Bottles Station and Diesel Generators, RFWT tank area	Vacuum, clear dust, sweep, clear spillages, remove oil/ grease, and pick up rubbish.	Weekly
Area on the basement covering the cable tunnels the CPP pumps station and stair cases area	Vacuum Dust, clear dust, sweep, clean spillages, remove oil/ grease, and pick up rubbish	Weekly
Hand rails, walls, drip trays, tanks and all other equipment installed on the plant	Vacuum the dust, sweep, remove birds dung, degrease and pick up rubbish	Daily  Tanks- Weekly
Area from 0m/l to -5 m/l underneath the CPP Plant		
Stairwell on both lift, sampler rooms & CPP rooms.	Sweep, clear dust, clear spillages and vacuum clean, degrease	Weekly
CPP Plan rooms, walk ways, Hand rails, ACC Ducts, Condensate Ducts and the gutters on the Turbine roof	Dust, sweep pick up rubbish, clean, degrease and unblock.	Weekly  Gutters – Every 3 Months
<b>NOTE</b>		
<ul style="list-style-type: none"> <li>No cleaning fluid/water is to enter into the tanks or onto motors</li> </ul>		

- Care should be taken when cleaning on the running motors and pumps
- No smoking near the H2 plant Station
- Open electrical panels not to be cleaned
- Obtain LAR and keys for Diesel generators and Transformer yards
- Do not climb on the Diesel Gen or Transformer to clean
- Clearing of spillages in all the areas should be as and when required.

## 2. TURBINE AREA

### Areas below 0m/l (ground level) to -5m/l

AREA TO BE CLEANED	METHOD	FREQ
TCT tank and LP heater tanks & drain pumps, valves, pipe work, gratings and hand rails and floors around the area	Vacuum Dust, clear dust, sweep, pick up rubbish/rubbles clear oil spillages and degrease stains	Daily Tanks-Weekly
EFP's lubrication rooms, oil purifying station and pipe work area on the base of EFP's	Vacuum dust, clear dust, sweep pick up rubbish, clear oil spillage and degrease stains	Weekly
Extraction pumps, Condensate reserve pump, CPP pump area and clean oil recovery tank.	Vacuum Dust, clear dust, sweep pick up rubbish, clear oil spillage and degrease stains	Weekly
Stair walls, Hand rails, and cable/pipe tunnels around the area.	Vacuum Dust, clear dust, sweep pick up rubbish, and empty dust bin	Daily Tunnels- Monthly

### Area on 0m/l covering all areas up to 5m/l and 9.5m/l

Turbine forced cooling Compressor, Stator coolant System; Seal oil p/p, H2 Drying system, H2 and CO2 stations, EFP's, Surge arresters, Extraction p/p motors, and Condensate Filling Pump.	Vacuum Dust, sweep, clean, pick up rubbish, clear oil spillage and degrease stains	Daily
LP heaters, HP heaters, TCT, Drain Flush Tank, LP exhaust Ducts and bypass valves, and Turbine Drains area	Vacuum Dust, sweep, pick up rubbish, vacuum, clean and degrease stains	Weekly
Seal oil system, Buffer Tank, HV Ducts, 20KV Air system cylinder, 20 KV breaker cooling Fans and H2 integrator station	Vacuum Dust, sweep, pick up rubbish, clean and degrease stains	Daily Tanks and Ducts-Weekly
All pipe work, ducts, floors, grating, hand rails, oil drip trays and all the components on the plant	Vacuum Dust, sweep, pick up rubbish, empty drip trays, clean and degrease stains	Daily

### Area on 9,5 m/l including oil room up to 16m/l

Exciter Panel, H2 coolers and leak Detector system, CT Fans and control panel, Vapour steam condensers Exhauster fans, Feed water regulator station, and casing heating system	Vacuum Dust, sweep pick up rubbish, clean and degrease stains	Daily
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All steam ducts and pipe work, all NRV, valves and actuators, DST Tanks and , 20KV breaker compressors and all components on the Plant	Vacuum Dust, clean and degrease stains	Daily  Ducts and Tanks - weekly
All gratings, floors, pillars, handrails, supports, hangers, walls, valves and generator ducts	Vacuum Dust, sweep pick up rubbish, clean and degrease stains	Daily  Ducts/Pillar/ walls - monthly
Emptying and cleaning of oil tanks on the turbine	Internal cleaning	On request
Oil room, all the tanks, coolers, purifying stations, pumps and motors, oil filters, drain band walls	Vacuum Dust, sweep pick up rubbish, empty drip trays, clear oil spillages and degrease stains	Daily
All pipe work, structures, supports, ladders gratings, and floors	Vacuum Dust, sweep pick up rubbish, clean and degrease stains	Daily
<b>Area on 16 m/l turbine floor to roof top</b>		
Exciter and generator, LP 1 and 2 Turbines, HP and IP turbine, bearings between the turbines, barring gear motor, and Turbine control cubicle	Vacuum Dust, sweep pick up rubbish, clean and degrease stains	Daily
MUWDA, Ejectors System, Condensate system pipe work, the basement on the front of the turbine	Vacuum Dust, sweep pick up rubbish, clean and degrease stains	Daily
All pipe work, gratings, ducts and valves around DST top	Vacuum Dust, sweep, pick up rubbish, clean and degrease stains	Daily  Ducts and tank - monthly
Turbine floor, stair well, hand rails, walls, steam vents ducts	Vacuum Dust, sweep, pick up rubbish, clean and degrease stains	Daily  Walls- monthly
<b>NOTE</b> <ul style="list-style-type: none"> <li>❖ No cleaning fluid/water is to enter into the tanks or onto motors</li> <li>❖ Care should be taken when cleaning on the running motors and pumps</li> <li>❖ No smoking is allowed at the plant</li> <li>❖ Open electrical panels not to be cleaned</li> <li>❖ Wear safety Harnesses when working in confined spaces and on elevated areas.</li> <li>❖ For all the areas that are not accessible through walkways a scaffold will have to be built.</li> <li>❖ Care should be taken when cleaning on wires/cables not to be disconnected while cleaning</li> </ul>		
<b>3. BOILER AREA</b>		
<b>AREA TO BE CLEANED</b>	<b>METHOD</b>	<b>FREQ</b>

Roof top gutters, Goods & passenger lifts, lift stairwells up to Zero meter level	Pick up rubbish, unblock gutters, and sweep clean the stair wells	Daily  Gutters - monthly
RH safety valves power packs, Air heater washing tanks, FD fan suction screen, Pillars, beams, handrails, gratings, ducts, pipe work and steel floor	Degrease, clean spillages, Empty bins, Clear the screens, vacuum the dust and sweep	Daily  Pillars, beams, ducts and tanks – Monthly
<b>Area below 95m/l down to 75 m/l</b>		
All Ducts and pipe work, Boiler walls, Boiler warming power pack, Hangers, Supports, walk ways and hand rails	Vacuum the dust, empty drip trays and clear oil spillages, remove rubbish/fibre	Daily  Ducts- Monthly
All areas not accessible through walkways or not reachable by dusting sticks.	Vacuum the dust, dust, clean, clear oil marks, remove rubbles and sweep	Every six months (use outage opportunities to clean this areas)
All Ducts and pipe work, valves/Dampers, motors, Gearboxes, Boiler walls, Hangers, Supports, Beams, walk ways(gratings/steel) and hand rails	Vacuum clean, Dust, remove rubbish/fibre, sweep, and clean oil Stains/spillages	Daily  Beams/Hangers- Weekly  Ducts- Monthly
<b>Area below 75m/l down to 68m/l</b>		
HP bypass power packs and back-up system (LH and RH), and Lance soot-blowers	Vacuum clean, Dust, remove rubbish/fibre, sweep, empty drip trays and degrease stains	Daily  Lances – 2 x Weekly
Urinal, drinking fountains, Telephone cubicles, floors(concrete, steel or gratings), cable racks and windows	Vacuum clean, Dust, Chemical clean, sweep, remove rubbish/fibre and wash	Daily  Cable racks- monthly
<b>Area below 68m/l down to 54m/l</b>		
Gas probes, Furnace and Economizer soot blowers, Lance tip cooling system and Economizer vent station	Vacuum clean, Dust, remove oil stains, clear fan screen, remove rubbish/fibre	2x Weekly
Flame scanner and Burner cooling systems, Boiler vent and drain stations, and Re-heater and Super heater spray water system.	Vacuum clean, Dust, remove oil stains, clear fan screen, remove rubbish/fibre	Daily
Lower Boiler roof, Secondary Air Vertical, Horizontal and crossover ducts	Sweep, remove rubbish, unblock the gutters, Dust and clean (externally)	Monthly  Ducts- Every Month/On request
All Electrical cubicle, control cubicles, stop and start panels, Electrical sub boards, welding plugs, Fire extinguishers, Hydrants, Hose reels, Indicating Gauges, meters, transmitters and associated cables and pipes	Vacuum clean, degrease oil stains, wipe of dust and oil and remove rubbish	Daily
<b>Area below 54m/l down to 39m/l</b>		



PF pipes, oil burner boxes, oil burner pipe lines and associated cables and control cubicles, Fuel oil integrator stations, propane gas pipe lines and control valves	Vacuum clean, Dust, Degrease oil stains, scrap oil sludge, empty drip trays and clean oil /PF/ash spillages	Daily
Potable head tanks, Auxiliary cooling head tank, Coal bunker structures , Conveyor floors including Mill bunkers	Vacuum clean, Dust, Degrease., sweep, pick up rubbish, clear coal spillage/oil, Empty Dust bins and drip trays	Daily Tanks- Monthly
<b>Area below 39m/l down to 16m/l</b>		
Roof top on 36m/l(next to turbine roof), Chiller plant	Unblock gutters, dust, sweep, and remove rubbish	Monthly
Rotating Air heaters, Grease systems, drive motors, Saturator drain tank, air heater Gas outlet duct	External cleaning i.e. Vacuum Dust, clearing spillages, removing oil stains and rubbish/fibre	2x Weekly
Mill Coal Feeders (Internal cleaning) and Emptying of mill drum  All mill coal feeders to be cleaned internally.	Clear/remove and clean the blockage	On request  On request
Roof top on 36m/l(next to turbine roof), Chiller plant	Unblock gutters, dust, sweep, and remove rubbish	Monthly
<b>Area below 16m/l down to 0m/l</b>		
Mill Coal feeders, propane gas station Auxiliary steam header and economizer minimum regulating station	Vacuum clean, Dust, remove rubbish, empty dust bins, sweep, clear oil/coal spillages and Degrease	Daily
Circulating pump, Power pack systems, Boiler blow down vessel and Aux Header drain station.  <b>NB: Care should be taken not to accidentally move positions of the valves while cleaning</b>	Dust, remove rubbish, sweep, clear oil spillages and Degrease	Daily
SSC system including Power pack, Coarse ash conveyors and structures, Immersion dampers including power pack, hydraulic cylinders and Control air receiver tanks.	Dust, clear ash/coal/oil spillages, Degrease oil stains, remove rubbish, empty dust bins/skips, and floor washing	Daily Tanks- Monthly
Mill drum hood, All Mill piping system including cooling system, All Mill lubrication and jacking system, Mill gearboxes, Grease system, girth gear and Seal air fans.	Vacuum clean, remove rubbish, clear oil/coal spillages and Degrease oil stains	Daily Mill Hoods- Monthly
PA and FD fans Lubrication systems, Fans casing, pedestals, Bearings, Motors, Fans cooling pipes and oil tanks( incl. Run down tanks)	Vacuum Dust, Degrease oil stains, clear oil spillages, and remove rubbish	2x weekly Run down Tanks- Monthly

Cooling water and cable channels of mills and fans. <b>These are small channels moving along mills and fans supplying cooling water and electrical cables.</b>	Cover metals and slaps to be remove and all dirt and rubbish removed	Monthly
Degritting sump	Vacuum Degritting sump with industrial vacuum unit	Once every 3 months/On request

**NOTE**

- ❖ Care should be taken on rotating plants
- ❖ Use updated procedure for bunker lashing
- ❖ Permit to work to be issue before cleaning Degritting sumps
- ❖ Care to be taken when washing in the vicinity of electrical motors
- ❖ No tempering with instruments is allowed
- ❖ All ash and coal must be removed from paving and floors before using water for floor washing
- ❖ The contractor shall supply water pipes a, hoses and all other tools for all washing activities on the plant
- ❖ For all the areas that are not accessible through walk ways a scaffold will have to be built
- ❖ On the boiler side from 95m to 16ml, vacuuming boiler externally will required to clear the ducts and beams of accumulated dust.

**DISPOSAL OF CLEAN-UPS**

- ❖ All spillages next to the conveyors, free of metal pieces, paper, plastic or any other debris is loaded onto the conveyor belts.
- ❖ Coal mixed with debris such as metal pieces, paper and plastics must be removed at designated areas – debris to be removed from the coal before it is dumped at the coal stockpiles. In case where it is difficult to remove debris from the coal, this must be dumped at the ash dump.
- ❖ All heaps of spillages (ash and coal) must be cleared before end of every shift.
- ❖ All clean ups must be done in a controlled manner.

Note: The cleaning requirements shall include all the above areas however does not limit any other areas not mentioned.

**General**

- All personnel will be available to work 24 hours (12hours shift)
- All PPE to be provided by *Contractor* including chemical resistant/retardant PPE
- Working hours is the *Employer's* working time, overtime might be required depending on the workload
- All extra travelling requested by the *Employer* will be on the *Employer's* account
- Daily time sheet must be kept up to date, reflecting all work performed on a daily basis. *The Employers Contractors* time sheets to be used
- Attendance of meetings as and when required by *The Employer*
- The *Employer's* Safety requirements, safety meeting and regulations to be adhered to.
- All documentation required must be returned with the tender document

- If the *Contractor* replaces personnel under his control, it must be Approved by the *Service Manager*
- *Contractor* to provide plan of how his personnel will be divided to attend training and go on leave
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange and approved by with *Service Manager*
- *Contractor* to provide own transport for all employees to travel to site
- The *Employer's* Lifesaving rules to be adhered to at all time
- The *Employer's* safety meetings and regulations to be adhered to
- *Contractor* shall comply with the *Employer's* QC Standard's.
- *Contractor* shall comply with the *Employer's* (WWM) workweek management system.
- Good housekeeping to be maintained at all time
- All telephone accounts on *Contractor* account
- All cabins and LV equipment will comply within the *Employer's* standard's (COC)
- Site conditions will be according to the *Employer's* and Safety regulations standard'
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to provide own cabins for facilities such as office and workshop space
- Transport to be provided by *Contractor* and included in cost, the *Employers* transport procedure to be adhered to at all times
- Safety of personnel and plant is the requirements while on site at all times (Zero harm policy)
- CIDB Certificate must be valid at all times if required
- PPE to be provided by *Contractor* for *Contractor* Employees and must comply to the *Employer's* requirements. eg. Arc flash suits, this includes facial and hand arc flash suit protection, as well as arc flash suit undergarment PPE, acid resistant, fire-retardant PPE
- *Contractor* shall be required to maintain good housekeeping at all times
- Risk assessments must be completed before each task as per *Employer's* standard
- Non – performance of employees, including absenteeism concerns, will be monitored – NCR will be issued accordingly

### **Contractor Change of Management and operations team**

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

### **Configuration Management**

All documents supplied by the *Contractor* shall be subject to Eskom's approval. The language of all documentation shall be in English.

All project documents must be submitted to the *Employer's* Representative with transmittal note. In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction. The *Contractor* is required to submit documents as electronic and hard copies and both copies must be delivered to the Eskom Representative with a transmittal note.

## Document Returnable

The contractor shall produce and submit a project plan, project quality plan, organogram, safety file for approval prior to the commencement of work. The Contractor to conduct induction and medicals prior to commencement of work.

These documents should contain the following information, which is not limited to -

- Project Programme: Indication of the different activities applicable for the execution of the required works from site establishment to handover as well as the time period allocated for each activity
- Project Quality Plan: Highlight the activity or standard which shall be used to ensure quality materials and workmanship
- Organogram: Indication of the core staff who will be involved in the execution of the required works. Names and qualifications to be specified.
- Detailed method statement specifying skills, labour, materials, tools, equipment, machinery for the execution of the required work (Optional can be discussed once site has been established)

## Programme

The project programme to specify the different activities applicable for the execution of the required works from site establishment as well as the time period allocated for each activity.

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

- The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Contract. This shall include adequate management and supervision at all levels.
- The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such structure.
- Program to be supplied on request on a signed hard copy as well as a soft copy, as per the Scope of Work. To be discussed before each task can be carried out between the *Contractor* and *Employer*.

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly, Friday 8am	Tutuka Power Station	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly, last Thursday of every month 8am	Tutuka Power Station	<i>Employer and Contractor</i>

Site meetings & inspection meetings between the *Employer* & the *Contractor* shall be held as & when required. Inspection by senior members of the contractor shall be carried out on completion of the work

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the

service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

Attendance of meetings as required by *Service Manager* such as:

- Tutuka Power Station *Contractors* Safety Meeting (monthly)
- Departmental Safety Meetings (monthly)
- The *Employer's Contractor's* Monthly Safety Meeting
- Section daily meetings
- All Assessment meetings
- Outage meeting as required
- Any meeting requested by the *Employer* or *Contractor*

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

### Manpower Plan Requirements

- 1 x Site Manager
- 2 x Supervisor
- 100 x General Workers
- 1 x Safety Officer
- 1 x Admin clerk

#### Note for General workers:

- Weekdays **80** general workers including 1x Supervisor will be working from 07:00 to 16:00 Monday to Thursday, 07:00 to 12:00 Friday

#### Emergency 24/7 coverage crew

- 1 x Supervisor (week days stay on)
- 5 x General Workers (week days stay on)
- 15 x General Workers (Night Work)
- 10 x General Workers (During the Day) on Weekends
- 10 x General Workers (During the Night) on Weekends
- 1 x Supervisor (During the day on Weekends and Holidays)

#### Note for Emergency team:

- **Stay on (5x)** general workers with **(1x)** Supervisor from 16:00 to 19:00 Monday to Thursday, 12:00 to 19:00 Friday.
- **Night workers weekdays (15x)** General Workers working night shift including Supervisor 19:00 to 07:00 Monday to Friday
- **Weekend**-Change of emergency team roaster **(10x)** General Workers 07:00 to 19:00, **(10x)** General workers Night Shift 19:00 to 07:00

**Working hours****Core crew**

Monday to Thursday: 07:00 to 16:00

Friday: 07:00 to 12:00

**Emergency crew/24-hour coverage**

Monday to Thursday: 16:00 to 19:00 and from 19:00 to 07:00

Friday: 12:00 to 19:00 and from 19:00 to 07:00

Weekend 07:00 to 19:00 and from 19:00 to 7:00

**Equipment Plan Requirements**

2 x Vacuum truck/Supersucker (wet rate)

3 x Bobcat (wet rate)

2 x Tipper Trucks (wet rate)

1 x Tractor Loader Backhoe (TLB) (wet rate)

1 x Diesel Slurry pump (wet rate)

1 x Electric vacuum unit with collecting vessel

1 x HP pump

1 x Submersible pump

**Note: All equipment's will be on an as and when requirements basis with a response of less than 4 hours minimum and 8 hours maximum. The required machinery will not be limited to the above areas but will be utilized in any other plant area that will require the equipment services.**

**Minimum qualifications requirements of people employed by the Contractor are as follows:**

Site Manager must have Grade 12 with a Minimum of 04-years related experience as a Site Manager for industrial cleaning.

Supervisor must have Grade 12 with a Minimum of 02-years relevant experience as Cleaning Supervisor for industrial cleaning.

Operators – Skilled and approved for machine operation and must have Grade 12 and be literate competent to perform their scope of work and power plant experience

General Workers – Skilled and must have a minimum of Grade 10 and be literate competent to perform their scope of work

Safety Officer must possess a National Diploma in Safety Management with SAMTRAC with 03-years related experience

**2.4 Provision of bonds and guarantees**

- N/A

**2.5 Documentation control**

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's Supervisor* and *Service Manager* (to be announced by the *Employer*).
- All communications must be printed and filed in the *Service Managers* file.

## 2.6 Invoicing and payment

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

The *Contractor* shall include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order number;
- Invoices can only be sent in by e-mail once the GR number is released by the *Employer's*
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number [430103] and a cost center number on the Invoice) to be send directly to
- Invoicing and payment procedure to be followed.

## 2.7 Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

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

- N/A

## 2.9 Insurance provided by the *Employer*

- Refer to Contract Data section 8.

## 2.10 Training workshops and technology transfer

- Induction training to be done before work commences on site
- All training required by the *Employer* will be on the *Employer's* account.
- Training will also be provided on new equipment to execute scope of work on site.
- *Contractor* must be trained on working at height as per Eskom's standard procedure and training to be on *Contractor's* account.
- *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.

## 2.11 Design and supply of Equipment

- In the case of modification, the *Employer's* modification process must be followed
- *Contractor* to provide all tools and equipment necessary to perform the required *service*
- *Contractor* to supply own 220 VAC extension leads
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site
- All lost equipment and tools to be declared to the Service Manager and full details of incident

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

### Equipment

- N/A

### Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the *service*.
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times
- On completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if the *Contractor's* letter of good standing is not valid.
- At the end of this contractual agreement the *Contractor* returns: Arch flash PPE provided by the Employer

## 2.13 Management of work done by Task Order

- A Task Order / Purchase Order or Formal Letter is the instruction to commence work.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- No work shall commence until a Task order is issued, accepted and signed by both the *Employer* and *Contractor*



- Completion certificate to be issued after task-on-Task Order is completed and Assessment certificate to be completed

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

#### **3.1 Health and safety risk management**

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract. The requirements for the SHEQ file will be issued by the *Employer's* safety Department

### **SHEQ Policy**

#### **Eskom SHEQ Policy**

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of *service* justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

#### **Contractor SHEQ Policy**

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHE file.

#### **SHE Plans requirements**

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plan, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has the responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

#### **Health and Safety Arrangements**

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as *Employer's* procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- *Contractor's* personnel will be required to work in confined spaces.
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

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 authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its workplaces and on its employees;

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to *Employer's* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

### **Site Regulations and Procedure**

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

**Vehicle and driver safety**

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

**Speed Limit**

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

**Transportation of passengers: open LDV's:**

With effect from 31 May 2006 no *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

**The *Employer's* Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all the *Employer's* 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 for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- 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 limitations exists, no person shall work without the required permit to work.

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 authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should the *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

*Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid

### **First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*

All *Contractor* personnel must have First aid and firefighting training

*Contractor* to provide own Fire extinguishers for site

### **Fire Precautions**

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

### **Security, fire protection and safety**

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

### **Fire protection**

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works Sites" shall be applicable.

### **Safety and incident prevention**

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

### **Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment

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

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

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

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

**The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:**

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its workplace and its employees.
- refuse any employee, *SubContractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

**Safety Regulations of the *Employer***

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

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

**3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536.

### 3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to *the Service Manager*. *The Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. *The Contractor* to submit a copy of the final signed off document to *the Service Manager* within 1 week after Completion of each activity or task

- QCP and contract quality plan standards as per QM 58 to be adhered to
- The *Contractor* must provide Quality Control Plan documents for approval by *Employer's Service Manager* performing any activity.

## 4. Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

- All staff required to perform the activities within the works information.
- All relevant personnel names and titles must be specified to the *Service Manager*
- Only Trained and Skilled people that are qualified to perform work are allowed
- All new staff to be appointed in writing.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (e.g., Supervisor for a Supervisor with proof of qualifications certified).
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*.
- Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- All qualifications of personnel to be verified by body of authority such as IME for validity on contract award or before the start of the contract.

#### 4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data.

#### 4.1.3 Procurement Requirements

### PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price  
BBBEE Status  
Designated commodity (Yes/No)

80%
20%
No

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

- Sub-Contracting will only be allowed with permission from the *Service Manager*

### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

- N/A

### 4.2.3 Limitations on subcontracting

- 30% of the Scope can be subcontracted or As per SDL&I requirements

### 4.2.4 Attendance on subcontractors

- N/A

## 4.3 Plant and Materials

### Security

The *Contractor* is informed of the access procedures through Tutuka Procedure, "Access Control and Protection of Eskom Assets" and should expect that such procedures may change depending on the prevailing security situation

Temporary entrance permits are issued to contractors who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photocopies of Identity documents are also required. This must be arranged with the *Project Manager*. Lost permits will be paid for by the *Contractor* to Protective Services at a cost per lost permit. All permits need to be returned to Security or the *Project Manager* upon completion of the contract. If it is necessary to bring tools and equipment onto site a list of tools is submitted which is verified by security staff prior to tools entering the security area.

Should any *Contractor* staff be transferred from Tutuka or leave site, the *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to contractors who are on site for less than 3 months. This must be arranged with the *Project Manager*. Speed limit is 40km/h.

No private vehicles will be allowed on site without a temporary permit.

Arrangements must be made with the *Project Manager* well in advance to allow sub-contractors and visitors onto site.

To bring cameras and cell phones with cameras on site, permission has to be obtained from the Power Station Manager, using the standard application forms for cameras. This must be arranged with the *Project Manager*. No firearms, weapons, alcohol and illegal substances are permitted on site.

No "Private Work" is carried out for or on behalf of any *Employer* Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorised persons are permitted to enter Red Zone areas.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Tutuka will considerably speed up entrance to the power station

No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. No "Private Work" is carried out for or on behalf of any Eskom Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

Only authorised persons are permitted to enter Red Zone areas.

### **Supply of electricity**

Electric power for construction, both 220V AC and 380V 3-phase supply, is supplied at Site free of charge, but connection fees are for the *Contractor's* account. All installations comply with the details set out in Tutuka Maintenance Procedure - Contractor's Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Tutuka Safety, Health and Environmental Specification for Contractors.

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered.

A written request, indicating the *Contractor's* requirements is submitted to the *Project Manager* as soon as possible after the Contract Date.

### **Water**

Potable and raw water for construction purposes is also available free of charge.

A written request, indicating the *Contractor's* requirements is submitted to the *Project Manager* as soon as possible after the Contract Date.

### **Sanitary facilities**

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the *Employer* and all the *Contractor's* personnel may make use of these facilities.

### **Correction of defects**

The *Contractor* corrects Defects whether or not the *Employer* notifies him of them.

### **BBBEE and preferencing scheme**

The *Contractor* is expected to maintain or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the *Contractor* would be expected to rectify that within 2-months of being made aware of negative change.

The *Contractor* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the *Employer*.

### **Accelerated Shared Growth Initiative – South Africa (SD&L)**

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 stated below.

This Industrial cleaning 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.

### **Skills Development (not a weighted criteria)**

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.



Tenderers are encouraged to propose Skills Development initiatives in terms of the Skills required for this project as indicated below:

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

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

### **Specifications**

- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing the day before the material will be needed.
- The *Contractor* to transport tools and materials from and to the work site.
- Work and QC do be done according to *Employer's* regulations and procedures
- The *Contractor* will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- *Contractor* must be "trained and be authorised" with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope
- In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

### **Correction of defects**

- All Correction within 90 days on the same plant will be seen as re-work
- All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or unit's shutdowns.
- All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

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

- Purchasing of spares or materials will go through the *Employer's* procurement process

### **Tests and inspections before delivery**

- N/A

### **Plant & Materials provided "free issue" by the *Employer***

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.

## **5 Working on the Affected Property**

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

- Lifesaving rules must be adhered at all times.
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.

- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager*.
- Unauthorised access to site is prohibited.
- The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT regulations.
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- Each person to have an Identification card at all times

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

- Normal working hours is *Employer's* working hours

Monday to Thursday	07:00 - 16:00
Fridays	07:00 - 12:00

40-hour Work week

- **Overtime on a as and when required basis, but must be approved by the *Service Manager***
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's Contractors* time sheets to be used
- Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)
- The *Contractor* must be available for any plant break downs during after hours, weekends and public holidays. The *Contractor* must be on site within 1 hour after been called out.
- All overtime worked must comply with *Employer's* overtime policy
- All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

## 5.3 Health and safety facilities on the Affected Property

- Proto team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and *Service Manager* must notified immediately

Note: Facilities as designated by the *Employer*

- Toilets

### First aid centre

The *Contractor* provides a first aid service to his employees and *SubContractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

## 5.4 Environmental controls, fauna & flora

### Environmental management

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

### Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.

No waste should be burned or buried on site.

Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

### Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

### Hazardous Substances

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

### Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

### Environmental Management

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

### Handling of waste produced by the *Contractor*

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

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

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

### **Waste from the cleaning and maintenance of equipment**

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

### **Stockpiling of waste**

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

### **Hazardous waste**

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

### **Pest Control**

Only approved herbicides with a low environmental risk shall be used for pest control.

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

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

### **Water Conservation**

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report/fix leaking taps and pipes to save water.

- Use water sparingly.

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

### **Air Pollution**

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

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

### **Ground Pollution**

Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls. Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

## **5.5 Cooperating with and obtaining acceptance of others**

### **Interface with Others**

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

## Planning

Programmes are submitted in hard and electronic copy.

## Monthly progress report

A monthly progress report will be submitted to the *Service Manager*

## Completion

This section specifies what the *Contractor* has to do for Completion.

## Requirements for Completion

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

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

## 5.6 Records of *Contractor's* Equipment

- *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Service Manager* for record keeping.
- *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

## Electrical & Instrumentation equipment and appliances

Any electrical/instrumentation equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any electrical/instrumentation equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

## 5.7 Equipment provided by the *Employer*

- Mobile Overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*
- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract under Supervision

## **5.8 Site Services and facilities**

### **5.8.1 Provided by the *Employer***

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.

#### **Supply of electricity**

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

#### **Water**

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

#### **Accommodation of the *Contractor's* employees**

The *Contractor* makes his own arrangements for accommodation and meals.

#### **Telecommunications**

The *Contractor* provides his own communication system and the cost thereof. All private telephone calls / Internet usage will on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

#### **Facilities availability**

*Employer* will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

### **5.8.2 Provided by the *Contractor***

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide own staff refreshments, Coffee, sugar, milk, tea etc.
- All computers and printer's accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* at own costs including Arc flash PPE and acid redounded PPE and must be SABS approved.

- Provide SANS approved Safety harnesses as per *Employer's* Safety Requirements.
- *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- Supply a letter undertaking that the *Contractor* does have the correct tools and equipment to perform activities, *Contractor* also to provide a list of tools and equipment that is registered on the company's register to execute contract's scope.
- QCP's and Certified Letters to be provided as a proof of previous similar activities done, with references of previous activities done.
  - Provide a full detailed Technical Method Statement with regard to scope of work on how the boiler & turbine cleaning will be executed:
    - Supply a letter of undertaking that the Contractor does have the correct tools and equipment to perform the activity
    - Contractor also to provide a list of tools and equipment that is registered on the Company's register.
    - QCP's and Certified Letters to be provided for prove of previous similar activities done with references of previous activities done
- The Tenderer to provide comprehensive method statement/s detailing all the activities to be performed
- *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- *Contractor* to provide own lead lights
- Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award
- The *Contractor's* employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- Company Tool list of all the equipment to be provided to the *Service Manager*, Jackhammer, shovels, brooms, feather dust, wheelbarrow, scrapers, water pipes.

### Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

### Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.  
The *Contractor* will comply with good housekeeping standards whilst working on the *Employers* site.

### Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits.  
The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services or can be faxed to (017) 612 6312.

The form contains the following information:

- Employee Name.
- Employee ID Number.
- *Employer Safety Co-ordinators signature.*
- *Employer's Service Manager's signature.*
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

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

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

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

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicle's registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

### **Standby personnel**

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

### **Temporary cabling**

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The *Contractor* maintains and removes it on Completion.

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

- All necessary and relevant PPE must be used at all times when entering or working on plant and in workshop.
- Work Permit Risk Assessment forms must be completed before commencing with any task.
- All relevant procedures to be used at all times.

## **5.10 Hook ups to existing works**

### **5.10.1 Constraints on how the *Contractor* provides the service**

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when required.



- All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- The *Employer's* Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- The *Contractor* shall provide all necessary discipline Artisans' tools.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- Site access shall be granted by Eskom Holdings Tutuka Power Station protective services as request via or by the *Service Manager*.
- Work in the plant will only be done with a permit to work and hot work permit in place as per the Plant Safety Regulations. Any contraventions will be strictly dealt with.
- After each working shift unused electrode shall be accounted for by the Supervisor and returned to the storage area
- All electrical equipment used by the *Contractor* shall be Identifiable by a unique number, serviced and inspected and proper record shall be kept.
- No employees will be transported on an open vehicle. The vehicles must comply with the *Employer's* minimum requirements

#### **5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)**

**Minimum qualifications requirements of people employed by the *Contractor* are as follows:**

- a) Site Manager must have Grade 12 with 04-years related experience as a Site Manager for industrial cleaning
- b) Supervisor must have Grade 12 and 02-years relevant experience as Cleaning Supervisor for industrial cleaning
- c) Operators – Skilled and approved for machine operation and must have Grade 12 and be literate competent to perform their scope of work and power plant experience
- d) General Workers – Skilled and must have a minimum of Grade 10 and be literate competent to perform their scope of work
- e) Safety Officer must possess a National Diploma in Safety Management with SAMTRAC with 03-years related experience

### **5.11 Tests and inspections**

#### **5.11.1 Description of tests and inspections**

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points

#### **5.11.2 Materials facilities and samples for tests and inspections**

- QC check sheets

#### **5.11.3 Warranty on Load Tests**

- N/A

## **6 List of Drawings**

## 6.1 Drawings issued by the *Employer*

- All relevant drawings can be obtained from the *Service Manager* or the *Employer's Supervisor*.

## 7 APPENDIX

### 7.1 Annexure A X17 - Low Service Level Table

X17 LOW SERVICE DAMAGES				
ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Workmanship	Rework	Poor quality	Cost, first offence	1% of the assessment value per day of task
Workmanship	Daily work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Poor quality and incompetence	Cost, after two incidents in a month	0,5% of monthly fixed price (For third incidents per month)
Time management (Late arrival to work /reporting late for duty)	When arriving after work start time, without valid excuse	30 Minutes after	Cost, first offence	1% of the assessment value per 30 minutes late
Time Management (Late arrival to work /reporting late for duty)	When arriving after work start time, without valid excuse	1 hour after	Cost, first offence	2% of the assessment value per hour late
Time Management (Leaving site before knocking off time)	Leaving site before knocking off without permission from <i>Service Manager</i> in writing	Per individual per incident	Cost, first offence	1% of monthly fixed cost per relevant Individual rates
SHEQ violation	Violations from the same individual	Compliance to SHEQ ignorance	Disciplinary and contract termination	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by the <i>Contractor</i> ).

## 7.2 Annexure B – Risks register

### Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Incorrect tools for the job	Being knowledgeable	<i>Contractor</i> to supply correct tools for the job, <i>Contractor</i> to be understand the scope and the tools required
Unavailability of personnel to perform tasks	Leave, sick leave	Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i>
Poor Quality of workmanship	Failure of equipment	Eskom to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work.
Contact with Electricity: Low and High Voltage	Electrocution	Be safety alert and be cautions of safety risk and hazards around the work area. Toolbox talks and Risk Assessment to be shared daily before any task can commence
Travel long distance to work	Delayed response time	Time management to be always implemented, where possible employees to reside close to site
Unavailability of Radios	No proper communication	Radios to be always available to communicate Safety and Risks

## **8 Annexure C: Key Performance Indicators**

Key Performance indicator

	KPA	Objective	Weight	Base	Target	Ceiling	YTD		YE	
							A	S	A	S
1	Repair Times on Priority 1									
	Priority 2				24 hours					
					72 hours					
	Priority 3				Completed within 5 weeks					
2	Emergency response time									
					30mins					
3	Scheduled Compliance				98%					
4	PM Compliance				100%					
5	Statutory work				No violation					
6	Priority 1 work order not closed within 24 hrs				Less than 1 outstanding					
7	Priority 2 work order not closed within 24hours				Less than 2 outstanding					
8	Safety Defect				To be attended within 24hrs					
9	Daily plan				No deviations					
10	House-keeping				Maintain good housekeeping practice					