



NEC3 Term Service Contract (TSC3)

**Between Eskom Holdings SOC
Ltd (Reg No: 2002/015527/30),**

andCompany Name

(Reg No. _____)

**for Provision Of Property Maintenance and Cleaning Services On A
Daily and "As And When" Required Bases for Medupi Power
Station In Lephalale.**

Contents:	No of pages
Part C1 Agreements & Contract Data	2-18
Part C2 Pricing Data	19-20
Part C3 Scope of Work	21-46

CONTRACT No.

Documentation prepared by:

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	
C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	
C1.3 Pro forma Guarantees	

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:

A service for maintenance of or through pest control, invader weed/ plants, veld grass-cutting, indoor plants, litter picking, pavement cleaning, maintenance of newly landscaped areas and other long established areas to keep an uninterrupted schedule to improve and maintain the site aesthetic housekeeping and ensure that we comply with applicable legal and other requirements.

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.

Option A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date _____

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)	_____	_____
Name(s)	Zweli Witbooi	_____
Capacity	General Manager: Medupi PS	_____
for the Employer	Eskom Holdings SOC, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199	_____
Name & signature of witness	Jappie Morudu	Date _____
	(Procurement Manager)	_____

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf
of _____Name &
signature
of witness _____

Date _____


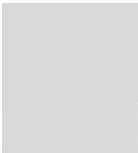

Zweli Witbooi

GM Medupi Power Station
Eskom Holdings SOC, Megawatt Park
Maxwell Drive, Sandton,
Johannesburg, 2199

J Morudu (Procurement Manager)

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Steve Diniso
	Address	Medupi Power Station, Steenbok Road, Onverwacht,
	Tel	016 457 5190
	Fax	-
	e-mail	DinisoS@eskom.co.za

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(2)	The Affected Property is	Medupi Power Station and surrounding Areas
11.2(13)	The <i>service</i> is	Property Maintenance Services over a 3 year period at Medupi Power Station.
11.2(14)	The following matters will be included in the Risk Register	All the risks will be identified prior, registered and addressed during the Risk Register meeting that will take place as agreed between the parties.
11.2(15)	The Service Information is in	Part 3: Scope of Work (comprehensive and summary) and all other supporting documents
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	One (1) week.
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of Contract start date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	36 months
4	Testing and defects	As per the attached Specification documents
5	Payment	
50.1	The <i>assessment interval</i> is	- between the 25th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days as per Eskom Finance Procedures.
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</p>

		then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	As stated for "Format TSC3" available on (See attached Annexure A) Annual Contract All Risks Policy – ESK2015/16 ACAR.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for "Format TSC3" available on (See attached Annexure A) Annual Contract All Risks Policy – ESK2015/16 ACAR.
83.1	The <i>Contractor</i> provides these additional insurances:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The minimum amount the Contractor deems necessary in addition to that provided by the Employer
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the Contractor deems necessary in addition to that provided by the Employer.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).

9 Termination

Should the Contractor not be able to correct deviations on issue of 3 Non-conformance Reports (NCRs) for a single activity, Employer may terminate the contract.

"Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract. Should the awarded contractor fail to comply with the criminal record check process requirements and/or critical staff identified as part of the contract, failing the screening requirements, the Employer may terminate the contract.

10 Data for main Option clause**A Priced contract with price list**

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than **Four (4) Weeks**

11 Data for Option W1

W1.1 The *Adjudicator* the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

W1.2(3) The *Adjudicator nominating body* is: the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* 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 **Republic of South Africa**

The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or

	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Anniversary of the Contract		
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	linked to index for	Index prepared by
	CPA will only account for after the first year of the contract period, prices are fixed and firm throughout the contract period	0.40	Labour	SEIFSA Table C3
		0.15	Transport	SEIFSA Table L2
		0.30	Material	CPIX
		0.15	Fixed	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	As per Annexure “B”		
X18	Limitation of liability			
X18.1	The <i>Contractor’s</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor’s</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer’s</i> property is limited to	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx		
X18.3	The <i>Contractor’s</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the <i>Employer’s</i> insurance (other than the resulting physical damage to the <i>Employer’s</i> property which is not excluded) plus the applicable deductibles in the <i>Employer’s</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx		

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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	6 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<ul style="list-style-type: none"> - 5 days of receiving the Task Order - Additional Emergency Conditions Apply
Z	The additional conditions of contract are	Z1 to Z12 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not,

or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

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

Z9 Notifying compensation events

Z9.1 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.

Z10 Employer's limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

Annexure B: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delays not finishing as per agreed upon schedule submitted to the <i>Service Manger</i>	1.5% of Task Order per day	Limited to 10% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	1.5% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Schedule	1.5% of Task Order per day	Limited to 10% of Task Order Value
No response of NCR within 3 days	1.5% of Task Order per day	Limited to 10% of Task Order Value

C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name: Job: Responsibilities: Qualifications: Experience:	
	2 Name: Job: 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	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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*

NB: The Total of the Tendered Price shall include as listed below in the execution of the scope.

1. Safety, Health, Environment and Quality (SHEQ) compliance and Personal Protective Equipment costs in accordance to the OHS act and Eskom SHEQ policy.
2. Waste Management compliance in accordance with the legislative and Eskom Environmental Policy.
3. Personnel Transportation compliance in accordance to Eskom Transportation Policy.
4. Four containers – one to house the employees, one ablution block, one for management of the Contractor; and the other to store supplier's machine and equipment.
5. Certified equipment and machinery operators, provide CV's before work can commence.
6. Equipment, Tools, Machinery and Consumables are to be included in costs.
7. Proof of Minimum Tools and Machinery required – as per the technical evaluation criteria

DETAILED ACTIVITY BASED PRICE LIST

Item No.	Description	Unit	No. of Resources	Quantity	Rate	Total	Contract duration in months	Amount
1	<u>Fixed Preliminaries and General</u>							
1.1	Site - establishment	Sum		1	R	R	36	R
1.2	Transporting of containers from Marapong to contractors yard	Sum		3	R	R	1	R
1.3	Transporting of Ablution container from Marapong	Sum		1	R	R	1	R
1.4	PPE (96 people in total issued once per year)	Sum		1	R	R	3	R
1.5	Medicals (96 people in total, entry, interim & exit)	Sum		1	R	R	6	R
1.6	4 Doors Heavy Duty Steel Lockers	Sum		35	R	R	1	R

2	<u>Time Related Preliminaries and Generals</u>							
2.1	Transport (22 seater staff transportation)	Month		4	R	R	36	R
2.2	Transport (14 seater on-site transportation)	Month		3	R	R	36	R
2.3	Transport (D/C LDVs transportation)	Month		3	R	R	36	R
	Sub- Total				R	R		R
3	<u>Maintenance (Normal Hours)</u>							
3.1	Site Manager	Hour	2	173	R	R	36	R
3.2	Supervision	Hour	8	173	R	R	36	R
3.3	SHEQ Officer	Hour	2	173	R	R	36	R
3.4	Carpenter	Hour	5	173	R	R	36	R
3.5	Electrician	Hour	5	173	R	R	36	R
3.6	Plumber	Hour	5	173	R	R	36	R
3.7	Painters	Hour	15	173	R	R	36	R
3.8	Builder	Hour	2	173	R	R	36	R
3.9	Driver	Hour	2	173	R	R	36	R
3.10	General worker	Hour	20	173	R	R	36	R
3.11	Cleaners	Hour	30	173	R	R	36	R
	Sub - Total				R	R		R
4	<u>Maintenance (Saturday and Weekly Overtime)</u>							
4.1	Supervision	Hour	2	20	R	R	36	R
4.2	SHEQ Officer	Hour	2	14	R	R	36	R
4.3	Electrician	Hour	2	20	R	R	36	R
4.4	Plumber	Hour	2	20	R	R	36	R
4.5	Driver	Hour	2	20	R	R	36	R
4.6	General worker	Hour	10	20	R	R	36	R
	Sub - Total				R	R		R

5	Maintenance (Sunday & Public Holidays Overtime)							
5.1	Supervision	Hour	7	20	R	R	36	R
5.2	SHEQ Officer	Hour	1	12	R	R	36	R
5.3	Electrician	Hour	5	20	R	R	36	R
5.4	Plumber	Hour	5	20	R	R	36	R
5.5	Driver	Hour	2	20	R	R	36	R
5.6	General worker	Hour	10	20	R	R	36	R
	Sub - Total				R	R		R
6	Maintenance (Standby allowance)							
6.1	Supervision	Hour	1	5	R	R	36	R
6.2	Electrician	Hour	1	5	R	R	36	R
6.3	Plumber	Hour	1	5	R	R	36	R
6.4	General worker	Hour	3	5	R	R	36	R
	Sub - Total				R	R		R
TOTAL OF PRICES								R

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	2433
C3.1: Employer's service Information	2434
1 Description of the service	Error! Bookmark not defined.36
1.1 Executive overview	Error! Bookmark not defined.36
1.2 Employer's requirements for the service	Error! Bookmark not defined.36
1.3 Interpretation and terminology	3537
2 Management strategy and start up.	3537
2.1 The Contractor's plan for the service	3537
2.2 Management meetings	3537
2.3 Contractor's management, supervision and key people	3539
2.4 Provision of bonds and guarantees	3639
2.5 Documentation control	3639
2.6 Invoicing and payment	3639
2.7 Contract change management	3841
2.8 Records of Defined Cost to be kept by the Contractor	3842
2.9 Insurance provided by the Employer	3842
2.10 Training workshops and technology transfer	3842
2.11 Design and supply of Equipment	3842
2.12 Things provided at the end of the service period for the Employer's use	3842
2.12.1 Equipment	3842
2.12.2 Information and other things	3843
2.13 Management of work done by Task Order	3843
3 Health and safety, the environment and quality assurance	4045
3.1 Health and safety risk management	4045
3.2 Environmental constraints and management	4045
3.3 Quality assurance requirements	4146
4 Procurement	4349
4.1 People	4349
4.1.1 Minimum requirements of people employed	4349
4.1.2 BBBEE and preferencing scheme	4349
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	4349
4.2 Subcontracting	4349
4.2.1 Preferred subcontractors	4349
4.2.2 Subcontract documentation, and assessment of subcontract tenders	4349
4.2.3 Limitations on subcontracting	4349
4.2.4 Attendance on subcontractors	4350
4.3 Plant and Materials	4450
4.3.1 Specifications	4450

4.3.2	Correction of defects	Error! Bookmark not defined.	50
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.	50
4.3.4	Tests and inspections before delivery	Error! Bookmark not defined.	50
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>		4450
5	Working on the Affected Property.....		4451
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....		4451
5.2	People restrictions, hours of work, conduct and records.....		4553
5.3	Health and safety facilities on the Affected Property.....		4653
5.4	Environmental controls, fauna & flora.....		4653
5.5	Cooperating with and obtaining acceptance of Others.....	Error! Bookmark not defined.	53
5.6	Records of <i>Contractor's</i> Equipment.....		4653
5.7	Equipment provided by the <i>Employer</i>		4653
5.8	Site services and facilities.....		4654
5.8.1	Provided by the <i>Employer</i>		4654
5.8.2	Provided by the <i>Contractor</i>		4754
5.9	Control of noise, dust, water and waste		4755
5.10	Hook ups to existing works		4856
5.11	Tests and inspections		4856
5.11.1	Description of tests and inspections		4856
5.11.2	Materials facilities and samples for tests and inspections	Error! Bookmark not defined.	56
6	List of drawings.....		4857
6.1	Drawings issued by the <i>Employer</i>		4857

DESCRIPTION OF THE SERVICE

1. OVERVIEW

This is an all-inclusive Provision of daily Maintenance and Cleaning Services for Medupi Power Station Residential Properties (Eskom Medupi Power Station owned houses and rented units in Lephalale). The Services contract will render on "as and when" required basis. This will include provision of labour, supervision and management, staff uniform/PPE, equipment (and its maintenance), transport and services such electrical, carpentry, plumbing, and painting.

2. PROVISION OF OFFICES, EQUIPMENT AND SERVICES

2.1. To be provided by Employer

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

2.2. To be provided by Contractor

The provision of all necessary equipment to do the works:

2.2.1. Maintenance

- Purchasing of all necessary consumables that might be required when performing the works (e.g. replacement items electrical globes, door locks, partitioning materials, plugs etc.)
- All other material and equipment that might be required

2.2.2. Maintenance of Equipment

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

3. THE PROVISION OF LABOUR, SUPERVISION AND MANAGEMENT

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

4. PROVISION OF STAFF UNIFORM/PPE AND OTHER

The Contractor shall:

- Supply staff protective wear uniforms/gear i.e. headgear, goggles, reflective vest safety boots and gloves, dust mask (appropriate to their tasks and functions) whilst on duty.
- Ensure uniforms are of good quality and labelled with a company name.
- Ensure that all staff members whilst on duty are neatly dressed, presentable and hygienic.
- Provide locker units for all staff to place their belongings.
- Provide fridge, kettle, microwave oven, coffee, tea, milk and sugar for their staff

5. PROVISION OF TRANSPORT

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

6. STANDARD SERVICE REQUIRED AND FREQUENCY

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

Eskom owned houses	
Activity	Frequency
<ul style="list-style-type: none"> • Small earthworks • Small concrete works • Drainage (surface, sub- surface, building roofs) • Water proofing • Civil related defects • Pipework & plumbing, installation and repairs • Small brickworks • Carpentry works • Painting 	Daily and in-between use

Rented units	
Activity	Frequency
<ul style="list-style-type: none"> • Carpentry works • Electrical work(repair) • Fire Extinguishers (supply and service) • Property CoCs • Pipework & plumbing, repairs • Carpentry works • Pest Control 	As and when required and when handing units back to the agencies

Maintenance Activities	
Activity	Frequency
<ul style="list-style-type: none"> • Paint walls • Change locks, fix broken doors and kitchen units • Fix all electrical faults, Stoves (gas and electrical), lights, air cons, plugs etc. • Fix all plumbing issues (blocked drains and leaking pipes) • Small earthworks • Small brickworks • Pest Control • Cleaning services 	As and when required

General Maintenance (Eskom owned houses and rented units)

Activity		Frequency
<ul style="list-style-type: none"> General labour as required Fencing repairs and modifications Carpentry services Painting Ceiling and partitioning Fence repairs Small scale welding works 		Daily

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

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

Activity	Frequency
Sweep Mop Clean door mats Wipe equipment and furniture Wipe doors, door frames, window sills and disinfect door handles and hand rails Empty, wash and disinfect waste bins Sweep and mop entrances Empty ash trays Dust light fixtures and shades	Daily and in-between use.

Waste removal	
Activity	Frequency

Empty, wash and disinfect waste bins Provide black plastic for waste Collection and removal of all household and other waste from all housekeeping areas to designated disposal area provided by Eskom	Daily and in-between use
--	---------------------------------

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

Spring and Deep cleaning	
Activity	Frequency
Wash walls Wash/wipe ceilings Wash chairs Strip Wash windows and external window sills	Once every week

Toilet deep cleaning services includes: <ul style="list-style-type: none"> • Urinals • Shower drains • Toilet bowls • Toilet rims, seats and covers Kitchen deep cleaning services includes: <ul style="list-style-type: none"> • Kitchen drains • Kitchen sinks and worktops • Drawers and cupboards • Areas behind appliances such as fridges and Stoves (gas and electrical) • The inside of Stoves (gas and electrical), fridges, microwaves and other kitchen appliance 	Once every week
--	------------------------

General Maintenance (offices)	
Activity	Frequency
Ensure that milk, coffee, tea and sugar are replenished available Water bottles, coffee machines are always filled up and clean at all times Fridges, water coolers are kept clean at all time Office paving is kept clean all the time Daily removing of used wheelie bins bags and replacement	Daily

The frequency of maintenance must be adjusted during high demand or exceptional use in order to maintain a high level of service and customer satisfaction. The Contractor must establish the location of those areas and make provision for frequent and additional service in order to ensure an always neat, tidy and retain the quality of the facility.

7. SUPPLY AND CONTROL OF MATERIALS, EQUIPMENT AND CONSUMABLES

The Contractor shall be responsible for:

- Purchasing, replenishing, safe storage, distributions and control of consumables, to agreed inventory levels, of consumables and some non-consumables (i.e. equipment's) required by the staff in the provision of the Maintenance services.
- Refurbishment and replacement of air-cons, fire extinguishers, Stoves (gas and electrical), CoC authorizer, as per approval of quote by the Services Manager.
- Requesting approval from Service Manager before purchasing of consumables. A copy of stock request must show stock remaining in store versus new stock required;
- Maintaining records of receipts and issues which should be reconciled and report submitted to the Service Manager on a monthly basis;
- Ensure any non-compliant equipment is not used by any person whatsoever in the provision of the maintenance services;
- Ensure that its staff is properly trained in the use of cleaning materials and equipment; and
- Ensure that equipment used is safe and does not endanger the operator/s or member of the public in the surrounding areas where the equipment is being used.

8. RECYCLING PARTICIPATION

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

9. RECORDS INCLUDE

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

10. SHEQ

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

11. LABOUR REQUIREMENTS

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

NOTE: Due to nature of the project environment which this contract falls under, the contractor will from time to time be instructed by the Service Manager during the cause of the contract to review employees' numbers for purpose of decreasing them as the tenants are in a continuous process of procuring the properties.

The Maintenance service includes:

Only the following items to be included in this services:

- 1 x manager
- 5 x supervisors
- 5 x Carpenters
- 5 x Electricians
- 5 x plumbers
- 2 x Builders
- 15 x Painters
- 20 x General workers
- 1 x safety Representative
- 1x Driver

The Cleaning and Laundry service includes:

- 1 x manager
- 3 x supervisors
- 1 x Safety officer
- 1 x Driver

- 30 x cleaners

The number of persons for every skill will be adjusted as required, depending on the demand at that time.

A standby allowance will be paid per hour per skill required for a core team that will be required to be on standby after hours and on weekends.

The team to be on standby will be

- 1 x supervisor
- 1 x electrician and labour
- 1 x plumber and labour
- 1 x multiskilling and labour
- All works shall be measured as fixed in position, no allowance made for waste.
- Rates for all items in this bill shall include the supply, delivery, installation or connection thereof complete.
- Unless otherwise specified all new work shall match the existing structures.
- Take delivery of, shall also mean collection the items from the employer when applicable.
- Actual quantities will be determined based on the requirements of each task order; the contractor provides all necessary information required by the Employer to determine the cost at the assessment dates for each task order.

PEST CONTROL

Pest control will be for the residential properties as well as the Contractors Villages

- ❖ Portion 7
- ❖ Extension 30
- ❖ Eskom permanent and rented houses

Person needs to be registered as a Pest Control Operator in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R1449 of 1 July 1983.

Eskom will provide the following:

- a. 1x Office
- b. 3x change room
- c. 6x ablution facilities(3/gender)
- d. Work area
- e. Defect register
- f. Collection register
- g. Electricity
- h. Water(Hot and cold)
- i. Chemical storage

Number of defects to be provided with the service (Daily)

- A program will be issued as to how the number will be ramped up and down over the time-span of the project
- Employer to supply the number of workers in advance on monthly basis

1. The contractor shall be responsible for providing the following:

PROJECT AND CONTRACT TITLE: Provision of Property Maintenance and Cleaning Services On A Daily and "As And When" Required Bases for Medupi Power Station In Lephalale.

- Supervision and management of facilities and Maintenance services
- Mandatory Compliance to applicable legal and other requirement
- Issuing of property electrical CoC
- All the consumables provided by the contractor should be (of the approved type to be used according to the manufacture's instruction):SABS Standards
 - Door locks
 - Electrical components
 - Plumbing consumables e.g. drain cleaners
 - Defect and collection report
 - Daily diary report (summary of work done)
 - The contractors to provide the following for their staff, all necessary work clothes, safety wear, etc.
 - Contractor to provide the transport for their staff from home to work site and back.
 - Working hours is from 07:00 to 16:00(8 hours per day), Mondays to Fridays. Any overtime will be per prior arrangement.
 - Contractor will be held responsible for any loss or damage to the property, equipment and maintenance items.

2. Areas to be maintained

Item	Quantity	Frequency
1. Eskom owned houses	1245	As and when required
2. Rented units	150	As and when required

1. Interpretation and terminology

Refer to the Medupi Document Identifier: 240-101989516, Medupi power Station Facility Maintenance revision 2 included in the enquiry document.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NEC	New Engineering Contract
TSC	Term Service Contract
CDSS	Contractor Document Submission Schedule
SoW	Scope of Work

2. Management strategy and start up.

2.1 The Contractor's plan for the service

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

The Contractor's plan must be in line with the Medupi Document Identifier: 240-101989516, Medupi Power Station Facility Maintenance strategy documents and plant maintenance schedules.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held.

The intention is that the Parties use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effect of risks for both Parties

The *Contractor* will provide a detailed feedback report on a Monthly basis during contract execution providing accurate feedback on the status of *service* carried out by the *Contractor*. This report should indicate accurate progress of *service* and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.

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

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

2.3 Contractor's management, supervision and key people

The Contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached, one month after the *Contract* Start Date to the *Service Manager*.

2.4 Provision of bonds and guarantees

Not Applicable

2.5 Documentation control

Eskom Holdings SOC Ltd Document Management System Procedure 32-644 will apply.

All the drawings (if any) issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Medupi Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:
Eskom Holdings SOC Ltd - Reg. No. 2002/015527/30
Medupi Power Station
Private Bag X9003
Lephalale
0555

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

All invoices are hand delivered to the Medupi Finance Department (Account payables) and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- All Electronic invoices must be sent in PDF format only;
 - Each PDF file must contain one invoice, or one debit note, or one credit note only.
 - The *Contractor's* e-mail may contain more than one PDF file (e.g. 2 Invoices on separate PDF files in one e-mail).
- The Task Order number starting with 45* series
- *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;
- E-mail address for invoice submission:
 - Local Eskom invoices: Invoiceseskomlocal@eskom.co.za

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Contractor is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

2.6.1 Service related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the *service* has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

2.6.2 Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

2.6.3 Retention Invoices

- a) The requirements are the same as for Goods Delivered and service related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the *Service Manager* and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the *Service Manager* to the Documentation Centre to effect payment.

2.6.6 General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.

Note:

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
3. Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

2.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change, the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

2.8 Records of Defined Cost to be kept by the Contractor

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

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

2.9 Insurance provided by the Employer

As stated in Contract Data and as per Annexure A within this Service Agreement.

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

2.12 Things provided at the end of the service period for the Employer's use**2.12.1 Equipment**

None

2.12.2 Information and other things

In the event that information and other things are required, it will be discussed by the Parties, and provision of information and other things will be mutually agreed upon.

2.13 Management of work done by Task Order

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* and the *Service Manager* signing a *Contract Agreement*.

It is the Contractors responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a schedule within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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 2003 (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.

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.

The *Contractor* shall comply with the Health and Safety requirements. Reference is made to *document* no. 32-726 and 32-727; Safety, Health, Environmental and Quality (SHEQ) Policy.

Particular consideration must be given to the following Eskom Life Saving Rules:

1. Isolate, before touch,
2. Hook up on heights,
3. Buckle up,
4. Be Sober,
5. Permit to Work.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints required by the *Employer*. The *Contractor* shall comply with the Medupi Power Station Environmental *Management* System. Reference is made to document 32-727, the SHEQ policy and document 237-555 ENV-SP Medupi Power Station requirements for *Contractors* and *Suppliers*.

The following *shall* apply:

- The *Contractor* shall have a documented and implementable Environmental Management System, e.g. Environmental Policy, Operational Procedures relating to their activities, Environmental Aspect and Impacts Register.
- The *Contractor* shall prepare an Environmental Management Plan relating to their activities that will be carried out. The Environmental Management Plan shall be based on, amongst others, Eskom Medupi Operational Environmental Management Plan and other applicable environmental legislation. The Environmental Management Plan must include all Aspects and Impacts relating to the activity and address the principle of *Continual Improvement*.
- The *Contractor* Employees shall be inducted on the environmental documentation.

- The *Contractor* shall comply with all Eskom Medupi Power Station environmental requirements such as Policies, Standards, and Procedures.
- The *Contractor* shall appoint trained and competent personnel (in writing), who will have the responsibility of implementing all environmental requirements of the contract.
- The Method Statement shall be submitted to the Eskom Medupi Power Station Environmental Senior Advisor for approval, prior to the commencement of the activity. No work shall commence without an approved Method Statement.
- Non-conformances and Incident Reporting and Investigation shall be done by the *Contractor*; such reports must include but not limited to the following information:
 - The cause of the non-conformance/incident;
 - The proposed actions to correct and prevent recurrence.
- Eskom Medupi Power Station shall issue a non-conformance where there are deviations from the Eskom Medupi Power Station's procedures and other environmental requirements. No work will continue until the non-conformance is addressed; in cases where the non-conformance cannot be addressed immediately; measures (in writing, with target dates) shall be submitted to the Environmental Management Department.
- The *Contractor* shall allocate funds for the implementation of Environmental requirements.

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

3.2.1

The following minimum records shall be kept on site;

- The *Contractor's* specific Environmental Management Plan
- Aspect/Impacts register
- Non-conformance register
- Public Complains register
- Waste disposal register
- Hazardous Substances register and MSDS (Material Safety Data Sheets), where applicable.
- Records of Audit reports and Audit finding close-out, where applicable.
- Records of Inspections conducted

Note: Compliance to the Environmental requirements will be monitored via periodic Inspections and Audits.

3.3 Quality assurance requirements

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

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been submitted and approved by the *Quality Control Senior Advisor*.

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

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

The *Contractor* further ensures that the subcontractor's programmes (if any), comply with the requirements of the Service Information.

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

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

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

The *Contractor* shall comply with:

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

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

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

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

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

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

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

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

OHS Act, Section 16(2) - Employer
OHS Act, GMR 2(1) - Supervision of Machinery
OHS Act, GMR 2(7) - Assist the designated person
OHS Act, Section 17 - Health and Safety Rep
OHS Act, GAR 9 – Incident investigation
OHS Act, CR 19 – Explosive Powered Tools
OHS Act, CR 22 – Electrical installations and machinery
OHS Act, GSR 3 – First Aider

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

None

4.1.2 BBBEE and Preference scheme

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

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

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

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

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

N/A

4.2 Subcontracting

4.2.1 Preferred subcontractors

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

When the Contractor uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as *service* should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting.

4.2.3 Limitations on subcontracting

The Contractor submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the *Service*.

The Contractor does not appoint a Subcontractor until the *Service Manager* accepted them.

4.2.4 Attendance on subcontractors

The Subcontractor should attend all morning feedback meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

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

None

5. Working on the Affected Property

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

- The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- Lost permits are replaced at the *Contractors'* cost
- The *Contractor* must provide Eskom Security with Proof of the company's owner's and employees' Criminal Record Clearances three (3) days prior to work commencement
- The successful *Contractor* is required to submit employee Proof of UIF registration and contribution on commencement of the contract
- All Contractor personnel are issued with access permit (*Contractor's Permit*) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- The list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Service Manager* signature
 - Copy of the ID of every employee
- Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the *service*.
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Employers Representative, one day before the visit and submitted to the Employer's Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the Employers Representative.
- The Contractor is forbidden to enter any other areas (e.g. Eskom employee's offices) , and must ensure that his employees abide by these regulations.

PROJECT AND CONTRACT TITLE: Provision of Property Maintenance and Cleaning Services On A Daily and "As And When" Required Bases for Medupi Power Station In Lephalale.

- Parking inside the power station is strictly forbidden, except for Site Manager's vehicle and vehicles used for operation, and loading/unloading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

5.1.2 Eskom Life Saving Rules:

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

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

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

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

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

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

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

5.2 People restrictions, hours of work, conduct and records

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information

It is very important that the *Contractor* keeps records of his people working on the on site, including those of his Subcontractors. The *Service Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

5.3 Health and safety facilities on the Affected Property

Any emergency equipment or fire suppression systems to be utilized by the *Contractor* when an emergency arise

Please refer to SHE Requirements for Contractors – Refer to GGR 0992 Heading 8.1

5.4 Environmental controls, fauna & flora

General environmental requirements referred to in section 3 above, Medupi Power Station ISO14001.

5.5 Records of *Contractor's* Equipment

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

5.6 Equipment provided by the *Employer*

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

The *Employer* will provide in the way of water points, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- 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 incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

5.7.2 Provided by the Contractor

- The *Contractor* shall provide furniture, for his own use adequate size offices.
- A cleaning service must also be provided by the *Contractor*.
- The *Contractor* shall vacate all such infrastructure (cabins) on completion of the contract.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Medupi standard PSR Unique Identifier 36-681, and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

Site Location

- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

Contractor's site requirements

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service*
Including the following:
- The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- Any damage to installed lighting is repaired at the Contractor's expense.
- The reticulation of electricity, water and any other services required by the Contractor from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Telephone connections may be available and the Contractor applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of Contractor's yard
- Temporary lighting to ensure safe working conditions.

Accommodation

The provision of accommodation for Contractor's personnel is the responsibility of the Contractor.
The Contractor or any of his employees or subcontractors is not allowed to use the Employer's dining facilities.

5.8 Control of noise, dust, water and waste .

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, 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 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

Ensure that the *Contractor's* site comply with the general good housekeeping practices. Redundant material must be removed. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

5.9 Hook ups to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Medupi Power Station. Refer to GGR 0992

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

6. List of drawings

6.1 Drawings issued by the *Employer*

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

[illegible]

C4: Site Information

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

PART 4: SITE INFORMATION

General description

The Medupi Power Station is situated approximately 10km from Lephalale Municipality District offices, in Limpopo province.

Existing buildings, structures, and plant & machinery on the Site

Existing buildings, structures, and plant & machinery on the Site

Not applicable. The *Contractor* to specify any information required if necessary.

Subsoil information

Not applicable. The *Contractor* to specify any information required if necessary.

Hidden services

All known services will be brought to the attention of the Contractor by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

Other reports and publicly available information

Available on request