



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF THE INDUSTRIAL SPECIALISED
STATION CLEANING SERVICES IN COAL PLANT
FOR A PERIOD OF FIVE (5) YEARS AT LETHABO
POWER STATION**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No. [Insert at award stage]

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 Proforma 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:

Provision of the Industrial Specialised Station Services in Industrial Specialised Station cleaning services in Coal Plant for a period of five (5) years at Lethabo Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	As per pricelist on C2.2
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

.....
Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract

of the NEC3 Term Service Contract April
2013² (TSC3)

10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station
	Tel	
	Fax	N/A
	e-mail	
11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is)	Provision of the industrial specialised station cleaning services in coal plant for a period of five (5) years at Lethabo Power Station
11.2(14)	The following matters will be included in the Risk Register)	Community Unrest
11.2(15)	The Service Information is in)	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 Week
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 November 2025
30.1	The <i>service period</i> is	TBC
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data

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

5	Payment	
50.1	The <i>assessment interval</i> is	After completion of the task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	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	<p>1. Community unrest</p> <p>2. Unrest by contractors' employees</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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	Prices will be in rand, fixed and firm for the first year of the contract and thereafter Contract Price Adjustment (CPA) will be applicable as per formula below
X1.1	The <i>base date</i> for indices is	[•].
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index Index prepared by for

		0.5	Labour	Table C3
		0.2	Machinery and Equipment	Table P/2
		0.15	Road Freight	Table L2
		0.15	Non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
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 TSC 3" insurance policy available on		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
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.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. 		
X18.5	The <i>end of liability date</i> is	[•] 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 5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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

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

Z4.3 If 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. If such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment

equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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

Z 12.2 Replace core clause 86 with the following:

**Insurance
by the
Employer**

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2	The <i>direct fee percentage</i> is (8)	0%
	The <i>subcontracted fee percentage</i> is	0%
11.2	The following matters will be included in the Risk Register (14)	
11.2	The Service Information for the <i>Contractor's</i> plan is in: (15)	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	

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

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	_____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
- 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
- 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
- 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
- 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
- 1.6 “Expiry Date” - means the earlier of
- the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
- 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
- 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]

1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])

1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.

1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.

1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]

1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);

1.9 "Project" – means the

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

3.1 state the amount claimed ("the Demand Amount");

3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

8.1 shall expire on the Expiry Date until which time it is irrevocable;

8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;

8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and

8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.

8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

See attached below

Area	Method	Tools/Resources	Frequency	Cost Per Month
Site Establishment			Once Off	
Site De-Establishment			Once Off	
Health, Safety and PPE			Monthly	
Transport			Monthly	
Medicals				
Cleaning of TH08 spillage	Remove coal dust around structures, floor area / under the conveyor belts, staircases, idlers & cable racks	Brooms, Spades Feather dusters, Scrapers Wheelbarrows and Constant Supervision	Daily	
Cleaning of terrace conveyor, drive station, counterweights, discharge chutes and including minor spillages(16tons) T1A & T1B. Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, Idlers, cable racks and under in loading chute at T1B	Brooms, Spades Feather dusters Scrapers Wheelbarrows and Constant Supervision	Daily	
Cleaning of over silo conveyors, counterweight, discharge chutes, drive stations and minor spillages (16 tons) T2A to T6A & T2B to T6B. Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, idlers & cable racks	Brooms, Spades Feather dusters Scrapers Wheelbarrows and Constant Supervision	Daily	
Under silos conveyor, fine pusher, trenches, discharge chutes, counterweight, fluid drive coupling and including minor spillages (16tons) T7A. to T7F Use industrial vacuum where necessary to	Remove coal dust around structures, floor area / under conveyor belts, staircases, Idlers &	Brooms, Spades Scrapers Wheelbarrows, Water Hoses Boiler Rags Tee-pol soap and Constant Supervision	Daily	

clear PF	cable racks			
Cleaning around the silo 1 to 6, silt traps and overflow sumps	Coal dust (PF), coal spillages and pump out water	Submersible Pump Brooms Spades Scrapers Wheelbarrows Water Hose Boiler Rags Tee-Pol Soap and Constant supervision	Daily	
Cleaning of incline conveyors, counterweights discharge chutes, drive stations and minor spillages (16tons) T8A to T8F Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, idlers & cable racks should not be damaged in any way	Brooms Spades Feather Dusters Scrapers Wheelbarrows, Water hoses Boiler Rags Tee-pol soap and Constant Supervision	Daily	
Cleaning of bunker conveyor belts from T9A to T9F, T10A to T10F, T11A to T11F, T12A to T12F, T13A to T13F, T14A to T14F Shuttle conveyors and structures from unit 1 to 6 and minor spillages (16 tons) Use vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, idlers & cable racks should not be damaged in any way	Brooms Spades Feather Duster Scrapers Boiler Rags Tee-pol soap and constant supervision	Daily	
Total				
Call outs /Emergencies	Unblock & cleaning chutes (ensure that the area around is always kept clean)	Spades Scrapers Water Hoses Skid Steer Loader Tipper Truck	Coal chutes cleaning and unblocking after hours (Night shift work), weekends and holidays and during rainy season. (Provide 25 employees)	
Requests			Duration	
1 ton of coal spillage rate			Share the rate per ton	
All units over bunker conveyors major spillages			50	
All units over bunkers off loading			50	
All unit's incline T8 and under silo T7 conveyors			50	

major spillages				
All unit's incline T8 offloading and in loading			50	
Silo emptying at 100% if the silo is not full the level will be used to calculate the rates			10	
Over silo conveyor major spillage			50	
Over silo conveyor off loading and clean up			50	
T1 conveyors major spillages			50	
General vacuum around coal plant on the areas that are not part of the scope of work			50	
T1 conveyors offloading and clean up			50	
Equipment Required			Items	
Tipper Trucks			2	
Front End Loader			1	
Bobcat			1	
Submersible Pump			1	
Manpower				
Supervisor				
General Worker				
SHE Officer				
Notes				
All coal spillages and PF must be transported to the mine or designated area				
16 tons of coal/PF will be regarded as part of the plant cleaning.				
Major spillages will be paid as 1 ton (Minus 16 tons of normal cleaning)				
Provide adequate manpower to clean plant on daily basis and night shift work				
During rainy season additional manpower will be required to clean the plant and the chutes blockages				
Provide relevant cleaning tools not home made				

The total of the Prices

PART 3: SCOPE OF WORK

Scope of work for industrial cleaning of coal plant at Lethabo Power Station for 5 years	Frequency
Site establishment	Once off
Site de-establishment	Once off
Occupationa Health and Safety	Monthly
Transportation of Manpower	Monthly
Cleaning of TH08 spillages	daily
Cleaning of terrace conveyor, drive station, counter weight, discharge chutes and including minor spillages(16 tons). T1A &T1B	daily
Cleaning of over silo conveyors, counter weight, disharge chutes, drive stations and minor spillages(16 tons) T2A to T6A & T2B To T6B	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7A	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7B	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7C	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7D	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7E	daily
Under silos conveyor, fine pusher, trenches,discharge chutes, counter weight, Fluid drive coupling and including minor spillages. (16 tons) T7F	daily
Cleaning around Silos and Silo 1 to 6 silt traps	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8A	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8B	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8C	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8D	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8E	daily
Cleaning of incline conveyors, counter weights, disharge chutes, drive stations and minor spillages(16 tons) T8F	daily
Unit 1 Cleaning of Bunker Conveyor from T9A . T10A T11AT12A T13A T14A . Shuttle one conveyor. Minor spillages(16 tons)	daily
Unit 2 Cleaning of Bunker Conveyor from T9B . T10B, T11B T12B, T13B, T14B . Shuttle two conveyor. Minor spillages(16 tons)	daily
Unit 3 Cleaning of Bunker Conveyor from T9C . T10C T11C T12C T13C T14C . Shuttle three conveyor. Minor spillages(16 tons)	daily
Unit 4 Cleaning of Bunker Conveyor from T9D. T10D, T11D, T12D, T13D, T14D . Shuttle four conveyor. Minor spillages(16 tons)	daily

Unit 5 Cleaning of Bunker Conveyor from T9E . T10E T11E, T12E, T13E, T14E . Shuttle five conveyor. Minor spillages(16 tons)	daily
Unit 6 Cleaning of Bunker Conveyor from T9F. T10F. T11F. T12F. T13F. T14F. Shuttle conveyor six. Minor spillages(16 tons)	daily
Call outs / emergencies	Coal chute cleaning and unblocking after hours (shift night work), weekends and holidays and during rainy season. (provide eight(8) employees)
Requests	Duration
1 ton of coal spillage Rate.	share the rate per ton
All units over bunker conveyors major spillages	50
All units over bunker conveyors off loading	50
All units incline T8 and under silo T7 conveyors major spillages	50
All units incline T8 Offloading and loading	50
Silo emptying at 100%, if the silo is not full the level % will be used to calculate the rates.	10
Over silo conveyor major spillage	50
Over silo conveyor off loading and clean up	50
T1 conveyors major spillages	50
General vacuum around coal plant on the areas that are not part of the scope of work.	50
T1 conveyors Off loading and clean up	50
Equipment required	items
tipper trucks	2
front end loader	1
skid steer	1
vacuum truck 20000L/ 1000kpa	1
Notes	
All coal spillages and PF must be transported to the mine or decignated area.	
16 tons of coal/PF will be regarded as part of plant cleaning.	
major spillages will be paid as 1ton (minus 16 tons of normal cleaning)	
Provide adequate manpower to clean plant on daily basis and night shift work	
During rainy season additional man power will be required to clean the plant and the chutes blockages	
Provide relevent cleaning tools not home made.	

PART C3: SCOPE OF WORK

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

Executive Overview

The contractor is required to perform PROVISION OF INDUSTRIAL CLEANING SERVICES FOR COAL PLANT FOR A PERIOD OF FIVE (5) YEAR AT LETHABO POWER STATION

Minimum equipment required serves ONLY as a guide, it is the responsibility of the supplier to ensure that the correct equipment should be accompanied by a competent operator/ driver to execute the task effectively

It is compulsory that all equipment coming on site should be inspected for compliance before use, all electrical equipment should have a Certificate of Compliance (COC) before being connected to the electrical system at Eskom Lethabo and will be inspected and approved by Electrical Maintenance Section (EMS) it is the responsibility of the supplier to decide

The supplier must have reliable transport for standby personnel as well as well as to transport the Personnel on site to the plant or vice versa. Transport should comply with Eskom standards

The supplier must have an **authorised supervisor and Responsible Person (RP)** Authorisations will be done on site through training, this means that the AS and the RP should be trained and be competent on Plant Safety Regulations (PSR) **(The AS and the RP should be authorised within 6 months from the date of appointment). Failure to comply will result in partial payment of the supervisory rates.**

The supplier must report all defects in the plant through the project manager who will load it on the system as notifications

In an event that there is outage or Eskom decide to shut down the plant for maintenance purposes or any other reasons deemed by Eskom; it is still the responsibility of the contractor to ensure that the plant is cleaned in accordance with the scope of work

This service will be on twenty-four hours around the clock (24 hours) day and night

The equipment's in this contract shall be on "as and when required basis" Should Eskom purchase listed Equipment in the contract, the supplier's equipment shall be withdrawn from the contract and Eskom will not be billed on the equipment

In an event that there is a call out for emergency purpose or a breakdown that requires cleaning activities, the service provider shall attend **within one hour** from the time the call was made

The number of General Workers must not be less than fifty (50)

The Contractor is expected to always provide a 24-hour services on site, 7 days a week including weekends and public holidays. Continuous cleaning is expected on all areas included on the scope

1.1 PROVISION OF INDUSTRIAL CLEANING SERVICES FOR COAL PLANT FOR A PERIOD OF FIVE (5) YEAR AT LETHABO POWER STATION, THE DAILY ACTIVITIES INCLUDE THE FOLLOWING:

See attached below

Area	Method	Tools/Resources	Frequency
Site Establishment			Once Off
Site De-Establishment			Once Off
Health, Safety and PPE			Monthly
Transport			Monthly

Cleaning of TH08 spillage	Remove coal dust around structures, floor area / under the conveyor belts, staircases, idlers & cable racks	Brooms, Spades Feather dusters, Scrapers Wheelbarrows and Constant Supervision	Daily	
Cleaning of terrace conveyor, drive station, counterweights, discharge chutes and including minor spillages(16tons) T1A & T1B. Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, Idlers, cable racks and under in loading chute at T1B	Brooms, Spades Feather dusters Scrapers Wheelbarrows and Constant Supervision	Daily	
Cleaning of over silo conveyors, counterweight, discharge chutes, drive stations and minor spillages (16 tons) T2A to T6A & T2B to T6B. Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, idlers & cable racks	Brooms, Spades Feather dusters Scrapers Wheelbarrows and Constant Supervision	Daily	
Under silos conveyor, fine pusher, trenches, discharge chutes, counterweight, fluid drive coupling and including minor spillages (16tons) T7A. to T7F Use industrial vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, Idlers & cable racks	Brooms, Spades Scrapers Wheelbarrows, Water Hoses Boiler Rags Tee-pol soap and Constant Supervision	Daily	
Cleaning around the silo 1 to 6, silt traps and overflow sumps	Coal dust (PF), coal spillages and pump out water	Submersible Pump Brooms Spades Scrapers Wheelbarrows Water Hose Boiler Rags Tee-Pol Soap and Constant supervision	Daily	
Cleaning of incline conveyors,	Remove coal dust	Brooms Spades	Daily	

counterweights discharge chutes, drive stations and minor spillages (16tons) T8A to T8F Use industrial vacuum where necessary to clear PF	around structures, floor area / under conveyor belts, staircases, idlers & cable racks should not be damaged in any way	Feather Dusters Scrapers Wheelbarrows, Water hoses Boiler Rags Tee-pol soap and Constant Supervision	
Cleaning of bunker conveyor belts from T9A to T9F, T10A to T10F, T11A to T11F, T12A to T12F, T13A to T13F, T14A to T14F Shuttle conveyors and structures from unit 1 to 6 and minor spillages (16 tons) Use vacuum where necessary to clear PF	Remove coal dust around structures, floor area / under conveyor belts, staircases, idlers & cable racks should not be damaged in any way	Brooms Spades Feather Duster Scrapers Boiler Rags Tee-pol soap and constant supervision	Daily
Call outs /Emergencies	Unblock & cleaning chutes (ensure that the area around is always kept clean)	Spades Scrapers Water Hoses Skid Steer Loader Tipper Truck	Coal chutes cleaning and unblocking after hours (Night shift work), weekends and holidays and during rainy season. (Provide 25 employees)
Requests			Duration
1 ton of coal spillage rate			Share the rate per ton
All units over bunker conveyors major spillages			50
All units over bunkers off loading			50
All units incline T8 and under silo T7 conveyors major spillages			50
All units incline T8 offloading and in loading			50
Silo emptying at 100% if the silo is not full the level will be used to calculate the rates			10
Over silo conveyor major spillage			50
Over silo conveyor off loading and clean up			50
T1 conveyors major spillages			50
General vacuum around coal plant on the areas			50

that are not part of the scope of work				
T1 conveyors offloading and clean up			50	
Equipment Required			Items	
Tipper Trucks			2	
Front End Loader			1	
Bobcat			1	
Submersible Pump			1	
Notes				
All coal spillages and PF must be transported to the mine or designated area				
16 tons of coal/PF will be regarded as part of the plant cleaning.				
Major spillages will be paid as 1 ton (Minus 16 tons of normal cleaning)				
Provide adequate manpower to clean plant on daily basis and night shift work				
During rainy season additional manpower will be required to clean the plant and the chutes blockages				
Provide relevant cleaning tools not home made				

Human Resources Required

See attached Technical Evaluation

1.2 Employer's requirements for the service

The *Contractor* provides a core crew for day and night including weekends and public holidays

The *Contractor* is expected to attend meetings as stipulated but not limited to;

- Toolbox talk meeting.
- Safety hour/Safety meeting
- Sectional prioritization meeting
- Sectional planning meeting

The *Contractor* provides afterhours callouts as and when required for safety officers

The *Contractor* provides qualified labour to carry out the service.

The *Contractor* provides tools and equipment to carry out the work.

The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying with the OHS Act No.85 of 1993 and its Regulations.

The *Contractor* plans and executes the work and provides a detailed plan/program for each task

The *Contractor* performs quality control on own work as per pre-approved control plans.

The *Contractor* performs work within the specified period and to the acceptable quality standard.

The *Contractor* is required to have Responsible Persons/Authorised supervisor/s as per the Eskom's Plant Safety Regulations within 3 months of contract start date. The course will be provided free of charge by Lethabo Power Station. It remains the Contractor's responsibility to book his personnel for the training.

Special Requests

- Risk assessments must be completed before each task.
- Eskom Lifesaving rules to be always adhered to.
- Eskom safety meetings and regulations to be adhered to.
- Will comply within Eskom QC Standard's.
- Will comply within Eskom (WWM) work week management system.
- The *Contractor* Supervisor will be authorized in Eskom (PSR) Plant Safety Regulations as an Authorised Supervisor within 3 months.
- Good housekeeping to be always maintained (**no PTW will be cleared without housekeeping inspection**)
 - All telephone accounts on *Contractor* account
 - All cabins and LV equipment will comply within the Eskom standard's (COC)
 - Site conditions will be according to the Eskom and Safety regulations standard's
 - Quality control plan and contract Quality plan approval process standards as per QM 58 to be used
 - Audit on *Contractor* will be done on a frequent basis
 - *Contractor* to make use of Eskom ablution facilities
 - *Contractor* to provide own cabins and *Employer* to provide space. .
 - Transport to be provided by *Contractor* and included in cost
 - Eskom transport procedures to be adhered to
- Safety (Zero harm policy)
- **CIDB Certificate must always be valid if required**
- PPE to be provided by *Contractor* for Contractor Employees, and must comply with Eskom requirements.
- All *Contractor* staff to be trained and competent to work on heights and certificates to be handed in to the *Service Manager* within two months of contract award.
- All *Contractor* staff to be trained and competent to work in confined spaces and certificates to be handed in to the *Service Manager* within two months of contract award.
- After being called out the *Contractor* response time, is to be on site within **1 hours**
- *Contractor* can only be called out by the *Service manager* or Contract supervisor.

CPA indices every 12 months

Item no.	Description	Indices	Table
01	Labour		
02	P&G – administration		

NOTE:

The rates/prices are exclusive of VAT but include all other related cost for this scope of work, bonuses for employees.

accommodation.

Contractor:

.....
Print name

.....
Signature

.....
Date

1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Appointed Person
AS	Appointed Supervisor
BCEA	Basic Conditions of Employment Act
CIOID	Compensation for occupational injuries and diseases
CPA	Cost Price Adjustment
EOD	Electrical Operating Desk
HP	High Pressure
NEC	New Engineering Contract
PSR	Plant Safety Regulations
QCP	Quality Control Plan/Checklist
RP	Responsible Supervisor
SOW	Scope of Work
TBA	To be advised

Management strategy and start up.

Management meetings

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

Title and purpose	Approximate time & interval	Attendance by:
Kick off meeting	1 week before contract start date	<i>Services Manager, Contractor and Supervisors</i>
Risk register and	Weekly	<i>Services Manager,</i>

Title and purpose	Approximate time & interval	Attendance by:
compensation events		<i>Contractor</i>
Toolbox talk	Daily prior commencement of the shift activities	<i>Supervisor and Contractors</i>
Safety meeting	Once a week	Safety Officer & SHEQ Technician, Services Manager
Ad hock work stoppage	As and when required	<i>Contractor, Service Manager and Supervisors</i>
Scope clarification and orientation meetings	1 week before contract start date	<i>Contractor, Services Manager and Supervisors</i>
Assessment Meetings	Last day of the month	<i>Contractor, Services Manager and Supervisors</i>

1.1.2 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 holding the meeting within five days of the meeting.

1.1.3 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.

1.1.4 The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox tasks, pre-job and post-job briefings, health and safety and risk assessment meetings etc

Contractor's management, supervision and key people

1.1.4 The Contractor ensures that only trained and competent personnel be allowed to work on the applicable plant. The Service Manager is entitled to verify the qualifications of the Contractor.

1.1.5 The Contractor's supervisors must be knowledgeable about the conditions and Service Information entailed in this contract and capable of executing the service.

1.1.6 The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the Service included in this contract.

The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services Manager

1.1.7 The key persons

Key persons of <i>Contractor</i>				
Designation				
Name				

Experience				
Tel				

1. The Contractor's Site Manager ensures that only competent persons be allowed to work on plant. The Employer's Service Manager is entitled to verify the qualifications of the Contractor.
2. The Contractor's supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
3. The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
4. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services *Manager*.

1.2 Police clearance

1. All *Contractor* personnel to undertake Police clearance since we are a national key point and clearance Certificates to be provided to the Service Manager at least 2 weeks before commencement of work.
2. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Kendal Power Station.
3. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

1.3 Supplier Development and Localisation Requirements

1.3.1 Recruitment of General Labour

1. The Contractor recruits minimum of 60% of all new recruits, of general labour from feeder area, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
2. In an event that new recruits are not from the defined feeder area, the contractor needs to provide proof that the feeder area could not provide such individual.
3. The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.
4. The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

1.3.2 Transporting of Staff

1. The Contractor use transportation purchased by contractor or sourced from local taxi association.
2. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

1.3.3 Small, Micro, Medium Enterprises

1. The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

1.3.4 Supplier Development and Localisation Plan

“Local to site “means all areas that fall within the feeder area.

The *Contractor* is required

1. To provide a high-level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
2. To provide an explanation and action plan for deviation from the proposed plan.
3. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
4. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
5. The Candidates for Skills Development would be sourced from local municipality first, before the rest of RSA.
6. The candidates may be developed directly by the supplier, through the supplier's own supply network or through the SETA accredited training providers.
7. Candidates are to be currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculates. These candidates shall also be representative of the population demographics of Gauteng province
8. The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

Documentation control

- 1.3.5 The *Contractor* submits all documentation to the *Service Manager* and the *Service Manager* to the *Contractor's* Contract Manager.
- 1.3.6 Electronic contract communication is restricted to electronic mail only.
- 1.3.7 All communications are filed and kept on Site. These communication documents are to adhere to the TSC 3 communication requirements.
- 1.3.8 For contractual issues, standard NEC templates and forms are used by both parties or if unavailable, the *Employer's* templates and forms are used e.g. Defect Notifications Reports and Assessment Certificates. Alternatively, the *Contractor* prepares appropriate documentation to meet the *Employer's* requirements.
- 1.3.9 The *Contractor* implements the following procedures or paperwork over the first month of this Contract:
- i. Business Organisation Chart
 - ii. Safety procedures

The following policies, procedures and specifications will be always complied by:

- i. Site Regulations – Lethabo site Regulations
- ii. BIA/RM/STD/01 – Safety, health and environmental requirements to be met by *Contractors*
- iii. Hot work procedures
- iv. Eskom Lethabo Site transport requirements
- v. Construction Regulations
- vi. Lethabo Quality Manual
- vii. Occupational, health and Safety Act
- viii. Eskom Lifesaving Rules
- ix. All Relevant Lethabo Power Station standards, policies and procedures
- x. All quality, health, environmental and safety costs are included in the contract price

Invoicing and payment

- 1.3.10 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.
- 1.3.11 The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
- a. Name and address of the *Contractor* and the *Service Manager*.
 - b. The contract number and title.
 - c. *Contractor's* VAT registration number.
 - d. The *Employer's* VAT registration number 4740101508
 - e. Description of service provided for each item invoiced based on the Price List.
 - f. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add others as required).
- 1.3.12 The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.
- 1.3.13 The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za
- 1.3.14 To facilitate payment, the *Contractor* must ensure the following:

- a. Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- b. All Electronic invoices must be sent in PDF format only.
- c. Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
- d. Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- e. For Foreign invoices, suppliers are still to be required to physically deliver hard copies of original documents to the respective documentation management Centre even though you have e-mailed those invoices
- f. A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
- g. An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- h. The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- i. If there is a Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- j. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

1.3.15 Payment is made within 30 days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Fridays only.

1.3.16 If CPA is applicable, the *Service Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Service Manager* must confirm the escalation with the Financial Department before it may be implemented.

1.3.17 It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

Contract change management

1.3.18 Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.

1.3.19 After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

- 1.3.20 All original invoices or documentary proof, calculations etc. are submitted to the *Service Manager* for assessment purposes.

Management of work done by Task Order

- 1.3.21 Task Orders are issued per scope of work at the beginning of every month prior to the start of the service.
- 1.3.22 The Task Order includes the scope of work for the specific routine.
- 1.3.23 A Task Order is the instruction to commence work.
- 1.3.24 No work shall commence until a Task Order is issued and has been finalized, accepted and signed by both the *Employer* and *Contractor*.
- 1.3.25 All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- 1.3.26 Task Orders are issued for all activities. Assessment of work will be conducted after work is complete. Proof for assessments to be supplied to the *Service Manager*

1.4 Supplier Development and Localisation Requirements

1.4.1 Recruitment of General Labour

- a) The Contractor recruit's minimum of 60% of all new recruits, of general labour from feeder area, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
- b) In an event that new recruits are not from the defined feeder area, the contractor needs to provide proof that the feeder area could not provide such individual.
- c) The contractor needs to update the employer as well as the department of labour, if there is a change in the staff compliment e.g. dismissal, resignation, etc.
- d) The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

1.4.2 Transporting of Staff

- i. The Contractor use transportation purchased by contractor or sourced from local taxi association.
- ii. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

1.4.3 Small, Micro, Medium Enterprises

- i. The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

1.4.4 Supplier Development and Localisation Plan

"Local to site "means all areas that fall within the feeder area.

The *Contractor* is required the following:

- i. To provide a high-level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
- ii. To provide an explanation and action plan for deviation from the proposed plan.
- iii. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
- iv. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
- v. The Candidates for Skills Development would be sourced from local municipality first

- vi. The candidates may be developed directly by the supplier, through the supplier's own supply network or through the SETA accredited training providers.
- vii. Candidates are to be currently unemployed or graduates from FET (Further Education and Training) colleges or matriculates.

The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

- i. Site Manager
- ii. Quality Officer
- iii. Safety Officer
- iv. Supervisors
- v. Equipment Operators

1.6 Constraints on how the *Contractor* Provides the Works

- i. The *Contractor* is expected to have Responsible Persons and authorised supervisors as per the Plant Safety Regulations on each shift and on day shift.
- ii. Accumulation of ash over a period of time will not be regarded as a compensation event.
- iii. Contractor employees are not allowed to put his/her body inside vessels ,pipes ,confined spaces ,tube without a permit to work a proper risk assessment ,gas test, environment certificate and safe entry certificate ,signed workers register and under supervision of the supervisor.
- iv. The *Contractor* is further expected to liaise on a Daily basis with the operating *Contractor* to plan his work so as to optimize the availability of the plant.
- v. The *Contractor* will have representation in the section toolbox meeting as well as in the safety meetings
- vi. The *Contractor* shall issue new respirator masks to his employees when it is no longer effective.
- vii. All PPE and masks must be SABS approved.
- viii. The *Contractor* shall provide suitable facilities (e.g. lockers, containers for change rooms and dining facilities) for his employees.
- ix. Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

1.6.1 Low performance damages

No.	Description	<i>Employer's Requirement</i>	Damages payable by <i>Contractor</i>
1	Approval of safety plan	Approval ASAP after contract award or within 1 (one) week of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	R500.00 per day without an approved safety file.
2	Approval of Quality Management System	Within 6 (six) weeks of contract start date.	R500.00 per day without an approved quality management system in place.
3	Authorisation of Supervisors as Responsible Person (RP) as per PSR.	Within 6 (six) weeks of contract start date 1 (one) person per shift must be authorised as an RP for cleaning.	R1,000.00 per incident that an authorised RP is unavailable on a shift, leading to inability to clean.

4	Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must start within one hour.	R500.00 per occurrence.
5	Contract defect (NCR) raised 3 times in 6 weeks.	<i>Contractor</i> cleans as per the scope of work.	R1, 000.00 per occurrence.
6	Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	R1, 000.00 per occurrence.
7	Uncompleted work linked to CM/PM/Statutory PM	Work linked to CM/PM/Statutory PM must be done and be completed as per the schedule	R 1000,00 per occurrence
8	Unclosed defected	Defected must be closed within required period as per the procedure	R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect

6	Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	R1, 000.00 per occurrence.
7	Uncompleted CM/PM/Statutory PM	CM/PM/Statutory PM must be done and be completed as per the schedule	R 1000,00 per occurrence
8	Unclosed defected	Defected must be closed within required period as per the procedure	R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect

1.6.2, Risk Management Service

- i. Site establishment to consist of shifts. People must be managed in line of the BCEA.
- ii. Plant cleaning on all sites to be cleaned and kept clean 24/7 on a shift basis.
- iii. Regular rounds need to be made during each shift to check the conditions of all chutes and launders and ensure they stay clean.
- iv. Transport must be provided to the employees between home/work. Vehicles must comply with Eskom's requirements (safety belts etc.)
- v. *Contractor* to provide necessary PPE and equipment, e.g. reflective clothing, radios for communication, gloves, dust masks, flashlights, cell phones etc.

1.6.3 Contractor's Skills and other Requirements

The *Contractor* will provide trained personnel for the implementation of all work.

All Qualifications of *key personnel* to be forwarded before Contract is awarded.

Two-way radios are provided by the *Contractor*.

Contractor to supply flashlights to all his employees and ensure it is in working order throughout the contract duration. Batteries and globes are for the *Contractor's* own account.

Contractor to provide the necessary PPE for their employees. All PPE must bear the SABS mark of approval. Dust masks shall be FF2 with a valve.

1.6.4 Workflow Management

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

The requirements for Workflow Management are detailed in the following documents:

- i. GGM1490: Routine Work Management Manual
- ii. GGM1539: Leading Metrics Manual
- iii. As the Leading Metrics Manual dictates future KPI's, e.g. manpower utilisation is one KPI that will be measured. The support function must thus be capable to align the *Contractor's* organisation with the requirements of Workflow Management.

The implications for the above example are that actual working hours must be accurately booked onto Eskom's work orders, and that work should be done without a work order that is released for execution

Health and safety, the environment and quality assurance

Health and safety risk management

- 1.4.5 The *Contractor* complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Kendal Safety, Health & Environmental Specification (RA/RM/STD/01).
- 1.4.6 The *Contractor* performs all work according to OHSAS 18001.
- 1.4.7 The *Contractor* complies with the following:
 - a. Eskom SHEQ Policy, 32-727
 - b. SHE Requirements for Eskom Commercial Process, 32-726
 - c. OHS Act 85 of 1993.
- 1.4.8 The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted program and before any work can commence. The *Contractor's* Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan and it is the *Contractor's* responsibility to arrange the appointments with the Kendal Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's* property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited on a monthly basis for the duration of the contract.
- 1.4.9 Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must always be valid and submitted to the *Service Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor* before they expire.
- 1.4.10 The *Contractor* provides a monthly safety statistic report (worked man-hours) to the Service Manager on the first working day of each month for the previous month's statistics for the duration of the contract. This indicates the *Contractor's* actual man-hours worked on Site.
- 1.4.11 All *Contractors'* staff undergo Safety Induction, presented by Kendal Power Station Risk Management Department.
- 1.4.12 The *Contractor* is responsible for the provision of adequate and correct personal protective equipment (PPE) for the *Contractor's* staff during the entire work. In addition to standard PPE such as safety boots, hard-hat, overalls, hearing protectors, safety glasses etc., the *Contractor* ensures that adequate PPE is worn for protection against chemicals while performing the service.
- 1.4.13 The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
- 1.4.14 The *Contractor* ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.

- 1.4.15 Kendal Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost. The *Contractor* takes all necessary measures to prevent such action during the period of the contract.
- 1.4.16 The *Contractor* always has a dedicated Safety Officer on Site when work is performed.

Eskom Life Saving Rules

- 1.4.17 The *Contractor* Complies to the Eskom Life Saving Rules as per the Eskom Life Saving Rules Directive, 240- 62196227
- 1.4.18 The *Employer* takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer*.

Reporting of Incidents

- 1.4.19 The *Employer* follows an incident prevention policy; referring to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to co-operate fully to achieve this objective. The *Service Manager* or Supervisor must be informed immediately of any incident before the end of the shift.
- 1.4.20 NOTE: The reporting of the incident to the *Service Manager* does not relieve the *Contractor* of his legal obligation to report incidents to the Department of Labor, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Work Stoppages

- 1.4.21 The *Employer* takes safety seriously and therefore lessons learned from other safety lost time incidents (LTI), when they take place, are shared with all contractors and employees on Site. These stoppages are compulsory, and the *Contractor* cannot be allowed to claim additional compensation for these stoppages.
- 1.4.22 If the *Contractor* experiences an LTI, the *Contractor* is expected to prepare a presentation and present it at a work stoppage that is arranged by the *Employer* within three working days. The presentation template is provided by the *Employer*.

Vehicle and driver safety

- 1.4.23 All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
- 1.4.24 With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Contractor* employees.

Vehicle Standard minimum specifications

- 1.4.25 *Contractor* vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

Hot Work

1.4.26 When performing any hot work, the *Contractor* complies with the Generation Plant Safety Regulations, 36-681.

Confined Spaces

1.4.27 Confined Spaces are spaces such as Vessels, Mills, Culverts, Flues, Furnaces, Ducts, Pits, Sewers, Tunnels and Underground Chambers (Refer General Safety Regulation 5 of the OHS Act).

1.4.28 All work in confined spaces complies with the requirements of the OHS Act and the *Employer's* Plant Safety Regulations, 36-681.

Working at Heights

1.4.29 The *Contractor* complies with Eskom Working at Heights procedure, 32-418.

Lifting and Rigging

1.4.30 The *Contractor* complies with Kendal Power Station Lifting and Rigging approved procedure to be provided by the Service Manager.

1.4.1 Minimum requirements of people employed

See attached technical evaluation

Supervision

1.4.1.1 The *Contractor* provides Authorised Supervisor(s) in terms of the Plant Safety Regulations. The *Contractor* trains enough staff to cover for leave periods as well as night shifts, if required. Training will be provided by Eskom Kendal and is done according to a schedule; thus, arrangements need to be made with the *Service Manager* well in advance.

1.4.1.2 Contractor to always have a supervisor on site

Key Competencies and Experience

1.4.1.3 Supervisors and Site Managers:

- a. Knowledge of PSR
- b. Capability to read and interpret drawings
- c. Ability to read and understand scopes of work
- d. Maintain high cleaning standards despite pressing deadlines
- e. Is alert in a high-risk environment and follows procedures
- f. At least 2 years Supervisory experience
- g. Power plant experience, preferably Eskom plant will be an advantage.

1.4.1.4 Semi-Skilled

- a. Ability to use/operate the required equipment/tools
- b. Maintain high standards despite pressing deadlines.

BBBEE and preferencing scheme

1.4.1.5 Refer to requirements as per section, **Error! Reference source not found..**

Subcontracting

Preferred subcontractors

- 1.4.1.6 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 was the *Contractor's*.
- 1.4.1.7 The *Contractor* supports local Small, Micro and Medium Enterprises (SMME) by purchasing equipment, tools and materials locally where such equipment, tools and materials are available.
- 1.4.1.8 All Subcontractors need to be approved by the *Service Manager* before the Subcontractor may be allocated work by the *Contractor* or be brought to the Site.
- 1.4.1.9 Subcontract documentation, and assessment of subcontract tenders
- 1.4.1.10 The *Contractor* must inform the *Service Manager* when intending to subcontract some of the works from the contract Scope of Work.
- 1.4.1.11 The *Contractor* may subcontract according to NEC contract or other types of contracts.
- 1.4.1.12 The *Contractor* submits the proposed contract data for each Subcontractor for acceptance to the *Service Manager*.
- 1.4.1.13 The *Contractor* only employs competent Subcontractors.
- 1.4.1.14 The *Contractor* indicates on a list as shown below, the names of any Subcontractors (when known) whose services may be used to provide the works. The *Contractor* provides a short description of the work it is proposed to sub-contract to each, together with an approximate value of the work to be executed by each.
- 1.4.1.15 Where the Subcontractor is required to do physical work on Site, the *Contractor* provides details of the experiences of the mentioned Subcontractor as well as a list of references involving work of a similar nature.
- 1.4.1.16 Notwithstanding the inclusion of a Subcontractor name below, the *Contractor* obtains the written acceptance of the *Service Manager* prior to the employment of such Subcontractor.

Subcontractor	Description of work	Approximate value
1.		
2.		
3.		

Limitations on subcontracting

- 1.4.1.17 The *Contractor* is not allowed to subcontract more than 25% of the contract value to another enterprise or supplier. In addition, the intended Subcontractor/s must have equal or better B-BBEE status, unless the intended Subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for B-BBEE.
- 1.4.1.18 The terms and conditions of employment of *Contractors* and Subcontractors must be made available to the *Service Manager* before any work may commence.

1.4.1.19 The *Contractor* and Subcontractors comply fully with all local and statutory labour laws (LRA, BCEA, UIF etc.) and agreements and promptly attend to any labour grievances that may arise. The *Contractor* and Subcontractors do not remunerate employees at less than the proclaimed statutory wage (Minimum Wage Act).

The contract does not create any renewal expectations on either party as referred to in section 186" B" of the Labour Relations Act

Attendance on subcontractors

1.4.1.20 It is the *Contractor's* responsibility to ensure that the Subcontractor(s) completes and supplies a daily Site diary, which includes details such as the labour resources available, starting time, ending time, equipment and materials used, weather conditions, interruptions etc.

The *Contractor* ensures that the diary is submitted by the Subcontractor to the *Service Manager* daily for checking, commenting and signing off and a copy is supplied. If the daily diary is not signed off by each worker, then a separate daily attendance register is supplied

Plant and Materials

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

1.4.1.21 The *Employer* supplies and installs scaffolding and solid barricading

Contractor's procurement of Plant and Materials

1.4.1.22 All tools and equipment used to clean the plant are supplied by the *Contractor*. The *Contractor* must submit the price list with the tender document to be part of the tender evaluation or negotiations.

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

1.4.2 Site entry is only approved once the following is adhered to:

- a. All *Contractor* personnel and Subcontractors must have Police clearance certificates, which must be included in the Safety Plan and also handed to the *Service Manager* at least 2 weeks before commencement of work. The *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on Site might create an unsafe and insecure environment to Lethabo Power Station. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php
- b. The *Contractors* and Subcontractors Safety Plan is approved by the *Employer's* Safety department.
- c. Site-specific induction is done by all personnel.
- d. Refer to the General Works information.

1.4.3 Permits, Plant Safety Regulations, Authorized Supervisor Training and Duties

- a. After the contract starts and prior to the planned access date, the *Contractor* nominates and sends at least three (3) competent supervisors/assistant supervisors or other

competent personnel to attend training at the *Employer's* premises to become a Responsible Person (RP) which is a requirement for the *Employer's* Plant Safety Regulations (PSR). Additionally, the *Contractor* may send other personnel to be trained as an Authorized Supervisor (AS) (shorter course). The *Contractor's* Site Manager may also attend one of the courses in order to become acquainted with PSR and get authorized, but this cost will be for the Contractor's own account. The *Contractor* Site Manager will not be allowed to act as an RP or AS during work execution due to other key activities to be performed away from the work areas.

- b. Upon getting plant access, the *Contractor* verifies that the respective plant area being worked on is completely drained (as far as practical), isolated, cleaned and is safe to work on by means of the issue and acceptance of a Permit to Work (PTW) by the *Contractor's* Responsible Person (RP) and that all workers are signed on to the RP's Worker's Register. The *Contractor's* RP assumes all full-time supervision duties or may elect to sign over supervision duties to the *Contractor's* Authorized Supervisor (AS) and both keep a Worker's Register.
- c. The *Contractor* sends the personnel to the first available course held for the duration indicated, in which the incumbents receive the theoretical training and write an exam for which 80% is required to pass.
- d. Additional time is required thereafter while on Site for plant orientation, practical training and an interview/question session at the Lethabo PSR Committee before the persons may become authorized in writing. The theoretical training, plant orientation, practical training and the course is given by the *Employer*.
- e. The *Contractor* makes provision for all relevant costs including the training, accommodation, living-out expenses, meals and travelling for the three personnel for the theoretical and practical training components.
- f. If the *Contractor* personnel fail on the first attempt to pass the exam, the *Contractor* personnel will be allowed to write for a second attempt. All related cost for the second and possible following attempts to pass the examination will be at the cost of the *Contractor*.
- g. One RP or AS must be in full-time attendance to always supervise the work on Site and cannot be allowed to perform any other work while supervising others. Training at least three RP's and additional AS's ensures that the *Contractor* has sufficient supervisory staff although more personnel may be trained. If this supervision requirement is not met, the work must be stopped and the *Contractor's* delay will affect the programme, which may result in delay damages being claimed by the *Employer* if the completion date on the agreed programme is not met.
- h. All the necessary isolations will be made by the *Employer's* personnel prior to the commencement of the works to ensure that it is safe to work in and around the site. The *Contractor's* RP verifies on a daily basis that the PTW is in force and all workers sign onto the RP's workers register. When both RP and AS are used, the AS signs on the RP's workers register before all other workers sign onto the AS's workers register.

People restrictions

1.4.4 The *Contractor* only uses established roads and walkways.

1.4.5 The *Contractor* does not cross any barricades except where access was granted by the *Service Manager*.

Publicity and progress photographs

- 1.4.6 The taking of photographs in the Power Station including the contract service is restricted and subject to the approval by the *Service Manager*.
- 1.4.7 For the purpose of the progress reporting requirements, the *Service Manager* may prohibit the taking of such photographs and or require that all such photographs be taken by an official *Employer* photographer. In the latter event, the *Contractor* is required to decide directly with the photographer for the taking of the photographs required by the *Contractor* for the purpose of the progress reporting requirements.

Hours of work

- 1.4.8 Lethabo Power Station working times are:
- i. The station operate Mondays to Sundays
- 1.4.9 However, the *Contractor* is not limited to work within these times unless restrictions and/or interfaces with other parties necessitate such. The *Contractor* may apply to work alternate times and only upon approval by the *Service Manager*, while ensuring that a minimum of forty hours per week are worked.
- 1.4.10 The *Contractor* may work additional hours and over weekends by agreement with the *Service Manager*, more especially when the programme is behind schedule while ensuring that any overtime is managed according to legislation by the Department of Labour. Programmes submitted reflect the planned working hours. The *Contractor* notes that the *Employer* does not pay for overtime worked by the *Contractor* for this service.

Health and safety facilities on the Affected Property

- 1.4.11 Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:
- a. Medical Centre 016 457 5988
 - b. Fire and rescue 016 457 5555
 - c. Electrical Operating Desk (EOD) 016 457 5604(all hours).
- 1.4.12 The *Employer* is entitled, however, to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.
- 1.4.13 The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

Environmental controls, fauna & flora

- 1.4.14 The *Contractor* complies with the environmental requirements contained in the Service Information.

Cooperating with and obtaining acceptance of Others

- 1.4.15 Other *Contractor's* may be working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Service Manager* to maintain harmonious working conditions on Site.
- 1.4.16 During the progress of the works, the *Contractor* provides access to others who also execute work in the same area, on an "as and when required" basis.

- 1.4.17 The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others, (this includes access difficulties experienced during construction or commissioning phase).

Records of Contractor's Equipment

- 1.4.18 The *Contractor* provides all equipment, tools and special tools that are required to execute and complete the works.
- 1.4.19 The *Contractor's* equipment does not impair the *Employer's* operations or access to the plant.
- 1.4.20 The *Contractor* provides all or any temporary or expendable materials required for the storage of material.
- 1.4.21 The *Contractor* declares all materials, equipment and tools via a prepared, pre-printed list upon arrival at the main security entrance, where a removal permit is be issued by Security personnel.
- 1.4.22 The *Contractor* keeps a list of inventory of their equipment on Site. A copy of the list of inventory shall be supplied to the *Service Manager*.
- 1.4.23 Proof of Site entrance (approved list or permit) needs to be provided before equipment can be removed from Site.
- 1.4.24 The *Contractor* keeps these records. If the records are lost, the *Employer* does not have the responsibility to issue a gate release permit, and the *Contractor* might have to leave the equipment behind on Site.
- 1.4.25 The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the works.
- 1.4.26 Any electrical equipment or appliances used by the *Contractor*, conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* may stop the *Contractor's* use of any electrical equipment, or appliance, which does not conform to the foregoing.
- 1.4.27 Off-loading and handling equipment, such as cranes, is not available on Site and if required is provided by the *Contractor*. This includes the crane(s) and related equipment associated with the activities in the Works Information. The *Contractor* submits the following documentation for approval to the Employer before a crane (if required) is brought onto Site:
- a. Safe work procedure(s) for the crane, which includes rigging plans
 - b. Rigger(s) and Crane Driver(s) competency certificates
 - c. Updated risk assessment
 - d. Access to Site permits
- 1.4.28 The *Contractor* sets up any additional safety barriers/screens and signage around the plant area being worked on.
- 1.4.29 The *Contractor* supplies and installs temporary local lighting in accordance with the requirements of the OHS Act, as amended. The *Service Manager* provides no local lighting. All construction lighting is the responsibility of the *Contractor*.
- 1.4.30 The *Employer* may assist the *Contractor* with the off-loading of equipment, plant and material but the responsibility for off-loading remains with the *Contractor*.

Equipment provided by the Employer

Scaffolding;

1.4.31 The *Contractor* establishes scaffolding requirements and requests the *Service Manager* in writing to erect scaffolding and barricading, wherever necessary. Planning is required three (3) days in advance for new scaffolding/barricading and at least 24 hours in advance for any modifications. Scaffolding and barricading cannot be erected, moved, disassembled or modified by the *Contractor*. Safety harnesses must be worn by all the *Contractor's* personnel to access scaffolds via ladders and in all areas when working at heights.

1.4.32 The *Employer* only provides solid barricading, signage is not included.

Site services and facilities

Provided by the *Employer*

1.4.32.1 Site Yard

- a. It is required, for the proper coordination and execution of the works that the *Contractor* has an office on Site for the duration of the contract.
- b. A site is made available to the *Contractor* for his yard within the Power Station security area. The proposed site shall be shown to the *Contractor* during Site meeting or clarification meeting. The yard is a raw site and is used by the *Contractor* for the establishment of his offices, ablution, change-rooms, workshop and stores.
- c. The *Contractor's* yard is subject to periodic inspection by the *Service Manager*/Supervisor and Safety Risk Officers.
- d. The location of the nearest sewer manhole, power distribution point, portable water connection storm water channel and the road access point is indicated by the *Employer*. The *Contractor* is responsible for the connection to the closest point of supply.

1.4.32.2 Site Yard

- a. Electricity is made available for construction purposes free of charge from installed power points, which is indicated by the *Service Manager*. The *Contractor* is responsible for the provision of the reticulation system from the point of supply. Both 220 (AC) Volt and 380 (AC) Volt are available on request. All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.
- b. No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.
- c. No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*.
- d. The power supply is managed in accordance with the latest revision of the Eskom safety regulations i.e.:
- e. 32-846, Operating Regulations for High-Voltage Systems
- f. 36-681, Generation Plant Safety Regulations
- g. A Certificate of Compliance (COC) for the site installation is provided by the *Contractor* prior to power being switched on.

1.4.32.3 Water

- a. Water is made available on request free of charge from water points on Site.

- b. The *Contractor* supplies at his own cost all the necessary connections, fittings, piping work, temporary plumbing and pumps necessary to lead water from the *Employer's* points of supply to the various points where it is required.
- c. The *Contractor* is responsible for maintaining this equipment and for removing it at Completion of the works.
- d. The *Service Manager* does not guarantee continuity of supply, and the *Contractor* makes his own provision for standby supplies to maintain continuity of work.
- e. Claims of any nature relating to a discontinuity of water supply are not considered.

1.4.32.4 Roads

- a. Main access roads are surfaced and may be used by the *Contractor* with the necessary care. The *Employer* maintains the Site roads, described above, to a fair condition but construction work may occasionally cause gravel road detours to be used. Any costs incurred by the *Service Manager* from damage caused to underground services, structures, etc. as a result of the *Contractor* not using the prescribed routes is recovered from the *Contractor*.
- b. The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Service Manager*.

1.4.32.5 Ablution Facilities

- a. Ablution facilities are provided on the four corners of the station.

1.4.32.6 Take Away Meals

- a. The *Contractor* or any of the *Contractor's* employees or Subcontractors may purchase take-away meals from the fast-food outlet on Site, if available. Driving off Site to purchase meals should not delay the progress of the contract.

Provided by the *Contractor*

1.4.32.7 Contractor's Yard, Offices, Workshops and Stores

- a. The *Contractor* conducts site establishment once for the entire service at the identified *Contractor's* yard on site. The yard is located approximately one kilometer from the Water Pre-Treatment Plant and is approximately (72 m x 20 m) of land where vegetation has been cut or cleared and topsoil removed, some levelling and surface compaction done. The *Contractor* erects a site yard of approximately 480 m² and uses it for site establishment.
- b. Containers for dressing rooms, office and dining
- c. Storage for tools, equipment and consumables
- d. Portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

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

The *Contractors'* Electrical Distribution Boards must be installed at a time negotiated with the Electrical Maintenance Manager, or prior to the possession date. Distribution

boards will be connected to a 380V three phase AC power supply by the Employer, only after the Contractor has submitted the valid certificate of compliance.

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

- e. Accommodation
- f. Transport
- g. Office furniture, equipment and stationery
- h. The *Contractor* or any of his employees or subcontractors may buy takeaway meals from the fast food outlet on site.

Everything else necessary for providing the Service.

1.4.32.8 Telecommunications

- a. Neither a network point nor a telephone is available on site. Should the *Contractor* require one, he is to make his own arrangements with relevant authorities. Arrangements may also be made to use the telephones of the station if they are available. Calls from these are charged for at prevailing GPO/Telkom rates.
- b. Should the *Contractor* wish to use radio communication equipment on Site, he makes a request to the *Service Manager*.

Control of noise, dust, water and waste

- a The use of ear plugs or earmuffs will be used
- b The dust suppression will be done as and when required
- c Skips will be provided for waste management

2.2 Contractor's management, supervision and key people

- The number of maintenance staff required to execute the works is to be decided by the Contractor after his/her assessment of the scope of work and submitted to the Employer for approval.
- The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in the following but not limited disciplines.
- Occupational Health and Safety Act 85 of 1993
- NEC contract management
- Quality Management Control and Assurance procedures
- Plant Safety regulation authorisation
- Spares optimisation
- Procedure writing
- Other advance techniques
- All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- Proof of qualification is to be supplied on request by the Employer.
- The Contractor ensures that all staff brought onto Lethabo site has a valid fitness certificate based on the specified plant man-job specification.
- The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their several trades and callings and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconduct's himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed for the works without the written permission of the Employer.
- Ensures proper behaviour of personnel under his/her supervision as per the Lethabo culture.

Human Resources Required

See attached Technical Evaluation

1.2 Employer's requirements for the service

- The *Contractor* provides a core crew for day and night including weekends and public holidays
- The *Contractor* is expected to attend meetings as stipulated but not limited to;
 - Toolbox talk meeting.
 - Safety hour/Safety meeting
 - Sectional prioritization meeting
 - Sectional planning meeting
- The *Contractor* provides afterhours callouts as and when required for safety officers
- The *Contractor* provides qualified labour to carry out the service.
- The *Contractor* provides tools and equipment to carry out the work.
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying with the OHS Act No.85 of 1993 and its Regulations.
- The *Contractor* plans and executes the work and provides a detailed plan/program for each task.
- The *Contractor* performs quality control on own work as per pre-approved control plans.
- The *Contractor* performs work within the specified period and to the acceptable quality standard.
- The *Contractor* is required to have Responsible Persons/Authorised supervisor/s as per the Eskom's Plant Safety Regulations within 3 months of contract start date. The course will be provided free of charge by Lethabo Power Station. It remains the Contractor's responsibility to book his personnel for the training.

Special Requests

- Risk assessments must be completed before each task.

- Eskom Lifesaving rules to be always adhered to.
- Eskom safety meetings and regulations to be adhered to.
- Will comply within Eskom QC Standard's.
- Will comply within Eskom (WWM) work week management system.
- The *Contractor* Supervisor will be authorized in Eskom (PSR) Plant Safety Regulations as an Authorised Supervisor within 3 months.
- Good housekeeping to be maintained at all times **(no PTW will be cleared without housekeeping inspection)**
- All telephone accounts on *Contractor* account
- All cabins and LV equipment will comply within the Eskom standard's (COC)
- Site conditions will be according to the Eskom and Safety regulations standard's
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be used
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to make use of Eskom ablution facilities
- *Contractor* to provide own cabins and *Employer* to provide space. .
- Transport to be provided by *Contractor* and included in cost
- Eskom transport procedures to be adhered to
- Safety (Zero harm policy)
- **CIDB Certificate must always be valid if required**
- PPE to be provided by *Contractor* for *Contractor* Employees, and must comply with Eskom requirements.
- All *Contractor* staff to be trained and competent to work on heights and certificates to be handed in to the *Service Manager* within two months of contract award.
- All *Contractor* staff to be trained and competent to work in confined spaces and certificates to be handed in to the *Service Manager* within two months of contract award.
- After being called out the *Contractor* response time, is to be on site within **1 hours**
- *Contractor* can only be called out by the *Service manager* or Contract supervisor.

CPA indices every 12 months

Item no.	Description	Indices	Table
01	Labour		
02	P&G – administration		

NOTE:

The rates/prices are exclusive of VAT, but include all other related cost for this scope of work, bonuses for employees, accommodation.

Contractor:

.....
Print name

.....
Signature

.....
Date

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Appointed Person
AS	Appointed Supervisor
BCEA	Basic Conditions of Employment Act
CIOID	Compensation for occupational injuries and diseases
CPA	Cost Price Adjustment
EOD	Electrical Operating Desk
HP	High Pressure
NEC	New Engineering Contract
PSR	Plant Safety Regulations
QCP	Quality Control Plan/Checklist
RP	Responsible Supervisor
SOW	Scope of Work
TBA	To be advised

Management strategy and start up.

Management meetings

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

Title and purpose	Approximate time & interval	Attendance by:
Kick off meeting	1 week before contract start date	<i>Services Manager, Contractor and Supervisors</i>
Risk register and compensation events	Weekly	<i>Services Manager, Contractor</i>
Tool box talk	Daily prior commencement of the shift activities	<i>Supervisor and Contractors</i>
Safety meeting	Once a week	Safety Officer & SHEQ Technician, Services Manager
Ad hock work stoppage	As and when required	<i>Contractor, Service Manager and Supervisors</i>

Scope clarification and orientation meetings	1 week before contract start date	Contractor, Services Manager and Supervisors
Assessment Meetings	Last day of the month	Contractor, Services Manager and Supervisors

- 1.5.2 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.
- 1.5.3 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.
- 1.5.4 The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings etc.

Contractor's management, supervision and key people

- 1.5.5 The Contractor ensure that only trained and competent personnel be allowed to work on the applicable plant. The Service Manager is entitled to verify the qualifications of the Contractor.
- 1.5.6 The Contractor's supervisors must be knowledgeable about the conditions and Service Information entailed in this contract and capable of executing the service.
- 1.5.7 The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the Service included in this contract.
- 1.5.8 The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services Manager.

1.5.9 The key persons

Key persons of <i>Contractor</i>				
Designation				
Name				
Experience				
Tel				

5. The Contractor's Site Manager ensures that only competent persons be allowed to work on plant. The Employer's Service Manager is entitled to verify the qualifications of the Contractor.

6. The Contractor's supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
7. The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
8. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services *Manager*.

1.6 Police clearance

4. All *Contractor* personnel to undertake Police clearance since we are a national key point and clearance Certificates to be provided to the Service Manager at least 2 weeks before commencement of work.
5. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Kendal Power Station.
6. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

1.7 Supplier Development and Localisation Requirements

1.7.1 Recruitment of General Labour

5. The Contractor recruits minimum of 60% of all new recruits, of general labour from feeder area, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
6. In an event that new recruits are not from the defined feeder area, the contractor needs to provide proof that the feeder area could not provide such individual.
7. The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.
8. The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

1.7.2 Transporting of Staff

3. The Contractor use transportation purchased by contractor or sourced from local taxi association.
4. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

1.7.3 Small, Micro, Medium Enterprises

2. The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

1.7.4 Supplier Development and Localisation Plan

“Local to site “means all areas that fall within the feeder area.

The *Contractor* is required

9. To provide a high-level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
10. To provide an explanation and action plan for deviation from the proposed plan.
11. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
12. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
13. The Candidates for Skills Development would be sourced from local municipality first, before the rest of RSA.
14. The candidates may be developed directly by the supplier, through the supplier's own supply network or through the SETA accredited training providers.
15. Candidates are to be currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculates. These candidates shall also be representative of the population demographics of Gauteng province
16. The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

Documentation control

- 1.7.5 The *Contractor* submits all documentation to the *Service Manager* and the *Service Manager* to the *Contractor's* Contract Manager.
- 1.7.6 Electronic contract communication is restricted to electronic mail only.
- 1.7.7 All communications are filed and kept on Site. These communication documents are to adhere to the TSC 3 communication requirements.
- 1.7.8 For contractual issues, standard NEC templates and forms are used by both parties or if unavailable, the *Employer's* templates and forms are used e.g. Defect Notifications Reports and Assessment Certificates. Alternatively, the *Contractor* prepares appropriate documentation to meet the *Employer's* requirements.
- 1.7.9 The *Contractor* implements the following procedures or paperwork over the first month of this Contract:
 - iii. Business Organisation Chart
 - iv. Safety procedures

The following policies, procedures and specifications will be always complied by:

- xi. Site Regulations – Lethabo site Regulations
- xii. BIA/RM/STD/01 – Safety, health and environmental requirements to be met by *Contractors*
- xiii. Hot work procedures
- xiv. Eskom Lethabo Site transport requirements
- xv. Construction Regulations
- xvi. Lethabo Quality Manual
- xvii. Occupational, health and Safety Act
- xviii. Eskom Lifesaving Rules
- xix. All Relevant Lethabo Power Station standards, policies and procedures
- xx. All quality, health, environmental and safety costs are included in the contract price

Invoicing and payment

- 1.7.10 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.
- 1.7.11 The Contractor shall address the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
- g. Name and address of the *Contractor* and the *Service Manager*.
 - h. The contract number and title;
 - i. *Contractor's* VAT registration number.
 - j. The *Employer's* VAT registration number **4740101508**;
 - k. Description of service provided for each item invoiced based on the Price List.
 - l. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add others as required).
- 1.7.12 The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.
- 1.7.13 The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za
- 1.7.14 To facilitate payment, the *Contractor* must ensure the following:

- k. Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- l. All Electronic invoices must be sent in PDF format only.
- m. Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
- n. Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- o. For Foreign invoices, suppliers are still to be required to physically deliver hard copies of original documents to the respective documentation management Centre even though you have e-mailed those invoices
- p. A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
- q. An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- r. The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- s. If there is a Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- t. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

1.7.15 Payment is made within 30 days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only.

1.7.16 If CPA is applicable, the *Service Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Service Manager* must confirm the escalation with the Financial Department before it may be implemented.

1.7.17 It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

Contract change management

Contract change management

1.7.18 Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.

1.7.19 After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

1.7.20 All original invoices or documentary proof, calculations etc. are submitted to the *Service Manager* for assessment purposes.

Management of work done by Task Order

- 1.7.21 Task Orders are issued per scope of work at the beginning of every month prior to the start of the service.
- 1.7.22 The Task Order includes the scope of work for the specific routine.
- 1.7.23 A Task Order is the instruction to commence work.
- 1.7.24 No work shall commence until a Task Order is issued and has been finalized, accepted and signed by both the *Employer* and *Contractor*.
- 1.7.25 All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- 1.7.26 Task Orders are issued for all activities. Assessment of work will be conducted after work complete. Proof for assessments to be supplied to the *Service Manager*

1.8 Supplier Development and Localisation Requirements

1.8.1 Recruitment of General Labour

- e) The Contractor recruit's minimum of 60% of all new recruits, of general labour from feeder area, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
- f) In an event that new recruits are not from the defined feeder area, the contractor needs to provide proof that the feeder area could not provide such individual.
- g) The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.
- h) The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

1.8.2 Transporting of Staff

- iii. The Contractor use transportation purchased by contractor or sourced from local taxi association.
- iv. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

1.8.3 Small, Micro, Medium Enterprises

- ii. The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

1.8.4 Supplier Development and Localisation Plan

"Local to site "means all areas that fall within the feeder area.

The *Contractor* is required the following:

- viii. To provide a high-level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
- ix. To provide an explanation and action plan for deviation from the proposed plan.
- x. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
- xi. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
- xii. The Candidates for Skills Development would be sourced from local municipality first
- xiii. The candidates may be developed directly by the supplier, through the supplier's own supply network or through the SETA accredited training providers.
- xiv. Candidates are to be currently unemployed or graduates from FET (Further Education and Training) colleges or matriculates.

The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

- vi. Site Manager
- vii. Quality Officer
- viii. Safety Officer
- ix. Supervisors
- x. Equipment Operators

1.6 Constraints on how the *Contractor* Provides the Works

- x. The *Contractor* is expected to have Responsible Persons and authorised supervisors as per the Plant Safety Regulations on each shift and on day shift.
- xi. Accumulation of ash over a period of time will not be regarded as a compensation event.
- xii. Contractor employees are not allowed to put his/her body inside vessels ,pipes ,confined spaces ,tube without a permit to work a proper risk assessment ,gas test, environment certificate and safe entry certificate, signed workers register and under supervision of the supervisor.
- xiii. The *Contractor* is further expected to liaise Daily with the operating *Contractor* to plan his work so as to optimize the availability of the plant.
- xiv. The *Contractor* will have representation in the section toolbox meeting as well as in the safety meetings
- xv. The *Contractor* shall issue new respirator masks to his employees when it is no longer effective.
- xvi. All PPE and masks must be SABS approved.
- xvii. The *Contractor* shall provide suitable facilities (e.g. lockers, containers for change rooms and dining facilities) for his employees.
- xviii. Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

1.6.1 Low performance damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	Approval of safety plan	Approval ASAP after contract award or within 1 (one) week of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	R500.00 per day without an approved safety file.
2	Approval of Quality Management System	Within 6 (six) weeks of contract start date.	R500.00 per day without an approved quality management system in place.
3	Authorisation of Supervisors as Responsible Person (RP) as per PSR.	Within 6 (six) weeks of contract start date 1 (one) person per shift must be authorised as an RP for cleaning.	R1,000.00 per incident that an authorised RP is unavailable on a shift, leading to inability to clean.
4	Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must start within one hour.	R500.00 per occurrence.

5	Contract defect (NCR) raised 3 times in 6 weeks.	<i>Contractor</i> cleans as per the scope of work.	R1, 000.00 per occurrence.
6	Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	R1, 000.00 per occurrence.
7	Uncompleted work linked to CM/PM/Statutory PM	Work linked to CM/PM/Statutory PM must be done and be completed as per the schedule	R 1000,00 per occurrence
8	Unclosed defected	Defected must be closed within required period as per the procedure	R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect

6	Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	R1, 000.00 per occurrence.
7	Uncompleted CM/PM/Statutory PM	CM/PM/Statutory PM must be done and be completed as per the schedule	R 1000,00 per occurrence
8	Unclosed defected	Defected must be closed within required period as per the procedure	R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect

1.6.2, Risk Management Service

- vi. Site establishment to consist of shifts. People must be managed in line of the BCEA.
- vii. Plant cleaning on all sites to be cleaned and kept clean 24/7 on a shift basis.
- viii. Regular rounds need to be made during each shift to check the conditions of all chutes and launders and ensure they stay clean.
- ix. Transport must be provided to the employees between home/work. Vehicles must comply with Eskom's requirements (safety belts etc.)
- x. *Contractor* to provide necessary PPE and equipment, e.g. reflective clothing, radios for communication, gloves, dust masks, flashlights, cell phones etc.

1.6.3 Contractor's Skills and other Requirements

The *Contractor* will provide trained personnel for the implementation of all work.

All Qualifications of *key personnel* to be forwarded before Contract is awarded.

Two-way radios are provided by the *Contractor*.

Contractor to supply flashlights to all his employees and ensure it is in working order throughout the contract duration.

Batteries and globes are for the *Contractor's* own account.

Contractor to provide the necessary PPE for their employees. All PPE must bear the SABS mark of approval.

Dust masks shall be FF2 with a valve.

1.6.4 Workflow Management

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

The requirements for Workflow Management are detailed in the following documents:

- iv. GGM1490: Routine Work Management Manual

- v. GGM1539: Leading Metrics Manual
- vi. As the Leading Metrics Manual dictates future KPI's, e.g. manpower utilisation is one KPI that will be measured. The support function must thus be capable to align the *Contractor's* organisation with the requirements of Workflow Management.
- vii. The implications for the above example are that actual working hours must be accurately booked onto Eskom's work orders, and that work should be done without a work order that is released for execution.

Health and safety, the environment and quality assurance

Health and safety risk management

- 1.8.5 The *Contractor* complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Kendal Safety, Health & Environmental Specification (RA/RM/STD/01).
- 1.8.6 The *Contractor* performs all work according to OHSAS 18001.
- 1.8.7 The *Contractor* complies with the following:
 - d. Eskom SHEQ Policy, 32-727
 - e. SHE Requirements for Eskom Commercial Process, 32-726
 - f. OHS Act 85 of 1993.
- 1.8.8 The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted programme and before any work can commence. The *Contractor's* Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan, and it is the *Contractor's* responsibility to arrange the appointments with the Kendal Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's* property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited on a monthly basis for the duration of the contract.
- 1.8.9 Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be valid at all times and submitted to the *Service Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor* before they expire.
- 1.8.10 The *Contractor* provides a monthly safety statistic report (worked man-hours) to the Service Manager on the first working day of each month for the previous month's statistics for the duration of the contract. This indicates the *Contractor's* actual man-hours worked on Site.
- 1.8.11 All *Contractors'* staff undergo Safety Induction, presented by Kendal Power Station Risk Management Department.
- 1.8.12 The *Contractor* is responsible for the provision of adequate and correct personal protective equipment (PPE) for the *Contractor's* staff during the entire work. In addition to standard PPE such as safety boots, hard-hat, overalls, hearing protectors, safety glasses etc., the *Contractor* ensures that adequate PPE is worn for protection against chemicals while performing the service.
- 1.8.13 The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
- 1.8.14 The *Contractor* ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.
- 1.8.15 Kendal Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost. The *Contractor* takes all necessary measures to prevent such action during the period of the contract.

1.8.16 The *Contractor* has a dedicated Safety Officer on Site at all times when work is performed.

Eskom Life Saving Rules

1.8.17 The *Contractor* Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240-62196227

1.8.18 The *Employer* takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer*.

Reporting of Incidents

1.8.19 The *Employer* follows an incident prevention policy; refer to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to co-operate fully to achieve this objective. The *Service Manager* or Supervisor must be informed immediately of any incident before the end of the shift.

1.8.20 NOTE: The reporting of the incident to the *Service Manager* does not relieve the *Contractor* of his legal obligation to report incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Work Stoppages

1.8.21 The *Employer* takes safety seriously and therefore lessons learned from other safety lost time incidents (LTI), if and when they take place, are shared with all contractors and employees on Site. These stoppages are compulsory, and the *Contractor* cannot be allowed to claim additional compensation for these stoppages.

1.8.22 If the *Contractor* experiences an LTI, the *Contractor* is expected to prepare a presentation and present it at a work stoppage that is arranged by the *Employer* within three working days. The presentation template is provided by the *Employer*.

Vehicle and driver safety

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

1.8.24 With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Contractor* employees.

Vehicle Standard minimum specifications

1.8.25 *Contractor* vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

Hot Work

1.8.26 When performing any hot work, the *Contractor* complies with the Generation Plant Safety Regulations, 36-681.

Confined Spaces

1.8.27 Confined Spaces are spaces such as Vessels, Mills, Culverts, Flues, Furnaces, Ducts, Pits, Sewers, Tunnels and Underground Chambers (Refer General Safety Regulation 5 of the OHS Act).

1.8.28 All work in confined spaces complies with the requirements of the OHS Act and the *Employer's* Plant Safety

Regulations, 36-681.

Working at Heights

1.8.29 The *Contractor* complies with Eskom Working at Heights procedure, 32-418.

Lifting and Rigging

1.8.30 The *Contractor* complies with Kendal Power Station Lifting and Rigging approved procedure to be provided by the Service Manager.

1.8.31 Minimum requirements of people employed

See attached technical evaluation

Supervision

1.8.31.1 The *Contractor* provides Authorised Supervisor(s) in terms of the Plant Safety Regulations. The *Contractor* trains enough staff to cover for leave periods as well as night shifts, if required. Training will be provided by Eskom Kendal and is done according to a schedule; thus arrangements need to be made with the *Service Manager* well in advance.

1.8.31.2 Contractor to have a supervisor on site at all times

Key Competencies and Experience

1.8.31.3 Supervisors and Site Managers:

- h. Knowledge of PSR
- i. Capability to read and interpret drawings
- j. Ability to read and understand scopes of work
- k. Maintain high cleaning standards despite pressing deadlines
- l. Is alert in a high-risk environment and follows procedures
- m. At least 2 years Supervisory experience
- n. Power plant experience, preferably Eskom plant will be an advantage.

1.8.31.4 Semi-Skilled

- c. Ability to use/operate the required equipment/tools
- d. Maintain high standards despite pressing deadlines.

BBBEE and preferencing scheme

1.8.31.5 Refer to requirements as per section, **Error! Reference source not found..**

Subcontracting

Preferred subcontractors

- 1.8.31.6 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 was the *Contractor's*.
- 1.8.31.7 The *Contractor* supports local Small, Micro and Medium Enterprises (SMME) by purchasing equipment, tools and materials locally where such equipment, tools and materials are available.
- 1.8.31.8 All Subcontractors need to be approved by the *Service Manager* before the Subcontractor may be allocated work by the *Contractor* or be brought to the Site.
- 1.8.31.9 Subcontract documentation, and assessment of subcontract tenders
- 1.8.31.10 The *Contractor* must inform the *Service Manager* when intending to subcontract some of the works from the contract Scope of Work.
- 1.8.31.11 The *Contractor* may subcontract according to NEC contract or other types of contract.
- 1.8.31.12 The *Contractor* submits the proposed contract data for each Subcontractor for acceptance to the *Service Manager*.
- 1.8.31.13 The *Contractor* only employs competent Subcontractors.
- 1.8.31.14 The *Contractor* indicates on a list as shown below, the names of any Subcontractors (when known) whose services may be used to provide the works. The *Contractor* provides a short description of the work it is proposed to sub-contract to each, together with an approximate value of the work to be executed by each.
- 1.8.31.15 Where the Subcontractor is required to do physical work on Site, the *Contractor* provides details of the experiences of the mentioned Subcontractor as well as a list of references involving work of a similar nature.
- 1.8.31.16 Notwithstanding the inclusion of a Subcontractor name below, the *Contractor* obtains the written acceptance of the *Service Manager* prior to the employment of such Subcontractor.

Subcontractor	Description of work	Approximate value
4.		
5.		
6.		

Limitations on subcontracting

- 1.8.31.17 The *Contractor* is not allowed to subcontract more than 25% of the contract value to another enterprise or supplier. In addition, the intended Subcontractor/s must have equal or better B-BBEE status, unless the intended Subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for B-BBEE.
- 1.8.31.18 The terms and conditions of employment of *Contractors* and Subcontractors must be made available to the *Service Manager* before any work may commence.
- 1.8.31.19 The *Contractor* and Subcontractors comply fully with all local and statutory labour laws (LRA, BCEA, UIF etc.) and agreements and promptly attend to any labour grievances that may arise. The *Contractor* and Subcontractors do not remunerate employees at less than the proclaimed statutory wage (Minimum Wage Act).
- 1.8.31.20 The contract does not create any renewal expectations on either party as referred to in section 186 "B" of the Labour Relations Act.

Attendance on subcontractors

1.8.31.21 It is the *Contractor's* responsibility to ensure that the Subcontractor(s) completes and supplies a daily Site diary, which includes details such as the labour resources available, starting time, ending time, equipment and materials used, weather conditions, interruptions etc.

1.8.31.22 The *Contractor* ensures that the diary is submitted by the Subcontractor to the *Service Manager* daily for checking, commenting and signing off and a copy is supplied. If the daily diary is not signed off by each worker, then a separate daily attendance register is supplied.

Plant and Materials

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

1.8.31.23 The *Employer* supplies and installs scaffolding and solid barricading

Contractor's procurement of Plant and Materials

1.8.31.24 All tools and equipment used to clean the plant are supplied by the *Contractor*. The *Contractor* must submit the price list with the tender document to be part of the tender evaluation or negotiations.

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

1.8.32 Site entry is only approved once the following is adhered to:

- e. All *Contractor* personnel and Subcontractors must have Police clearance certificates, which must be included in the Safety Plan and also handed to the *Service Manager* at least 2 weeks before commencement of work. The *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on Site might create an unsafe and insecure environment to Lethabo Power Station. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php
- f. The *Contractors* and Subcontractors Safety Plan is approved by the *Employer's* Safety department.
- g. Site-specific induction is done by all personnel.
- h. Refer to the General Works information.

1.8.33 Permits, Plant Safety Regulations, Authorised Supervisor Training and Duties

- i. After the contract start date and prior to the planned access date, the Contractor nominates and sends at least three (3) competent supervisors/assistant supervisors or other competent personnel to attend training at the *Employer's* premises to become a Responsible Person (RP) which is a requirement for the *Employer's* Plant Safety Regulations (PSR). Additionally, the *Contractor* may send other personnel to be trained as an Authorised Supervisor (AS) (shorter course). The *Contractor's* Site Manager may also attend one of the courses in order to become acquainted with PSR and get authorised, but this cost will be for the Contractor's own account. The *Contractor* Site Manager will not be allowed to act as an RP or AS during work execution due to other key activities to be performed away from the work areas.
- j. Upon getting plant access, the *Contractor* verifies that the respective plant area being worked on is

- completely drained (as far as practical), isolated, cleaned and is safe to work on by means of the issue and acceptance of a Permit to Work (PTW) by the *Contractor's* Responsible Person (RP) and that all workers are signed on to the RP's Worker's Register. The *Contractor's* RP assumes all full-time supervision duties or may elect to sign over supervision duties to the *Contractor's* Authorised Supervisor (AS) and both keep a Worker's Register.
- k. The *Contractor* sends the personnel to the first available course held for the duration indicated, in which the incumbents receive the theoretical training and write an exam for which 80% is required to pass.
 - l. Additional time is required thereafter while on Site for plant orientation, practical training and an interview/question session at the Lethabo PSR Committee before the persons may become authorised in writing. The theoretical training, plant orientation, practical training and the course is given by the *Employer*.
 - m. The *Contractor* makes provision for all relevant costs including the training, accommodation, living-out expenses, meals and travelling for the three personnel for the theoretical and practical training components.
 - n. If the *Contractor* personnel fail on the first attempt to pass the exam, the *Contractor* personnel will be allowed to write for a second attempt. All related cost for the second and possible following attempts to pass the examination will be at the cost of the *Contractor*.
 - o. One RP or AS must be in full-time attendance to supervise the work on Site at all times and cannot be allowed to perform any other work while supervising others. Training at least three RP's and additional AS's ensures that the *Contractor* has sufficient supervisory staff although more personnel may be trained. If this supervision requirement is not met, the work must be stopped and the *Contractor's* delay will affect the programme, which may result in delay damages being claimed by the *Employer* if the completion date on the agreed programme is not met.
 - p. All the necessary isolations will be made by the *Employer's* personnel prior to the commencement of the works to ensure that it is safe to work in and around the site. The *Contractor's* RP verifies on a daily basis that the PTW is in force and all workers sign onto the RP's workers register. When both RP and AS are used, the AS signs on the RP's workers register before all other workers sign onto the AS's workers register.

People restrictions

1.8.34 The *Contractor* only uses established roads and walkways.

1.8.35 The *Contractor* does not cross any barricades except where access was granted by the *Service Manager*.

Publicity and progress photographs

1.8.36 The taking of photographs in the Power Station including the contract service is restricted and subject to the approval by the *Service Manager*.

1.8.37 For the purpose of the progress reporting requirements, the *Service Manager* may prohibit the taking of such photographs and or require that all such photographs be taken by an official *Employer* photographer. In the latter event, the *Contractor* is required to make arrangements directly with the photographer for the taking of the photographs required by the *Contractor* for the purpose of the progress reporting requirements.

Hours of work

1.8.38 Lethabo Power Station working times are:

- ii. Station operates Mondays to Sundays

1.8.39 However, the *Contractor* is not limited to work within these times unless restrictions and/or interfaces with other

parties necessitate such. The *Contractor* may apply to work alternate times and only upon approval by the *Service Manager*, while ensuring that a minimum of forty hours per week are worked.

- 1.8.40 The *Contractor* may work additional hours and over weekends by agreement with the *Service Manager*, more especially when the program is behind schedule while ensuring that any overtime is managed according to legislation by the Department of Labor. Programs submitted reflect the planned working hours. The *Contractor* notes that the *Employer* does not pay for overtime worked by the *Contractor* for this service.

Health and safety facilities on the Affected Property

- 1.8.41 Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:

- d. Medical Centre 016 457 5988
- e. Fire and rescue 016 457 5555
- f. Electrical Operating Desk (EOD) 016 457 5604(all hours).

- 1.8.42 The *Employer* is entitled, however, to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.

- 1.8.43 The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

Environmental controls, fauna & flora

- 1.8.44 The *Contractor* complies with the environmental requirements contained in the Service Information.

Cooperating with and obtaining acceptance of Others

- 1.8.45 Other *Contractor's* may be working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Service Manager* to maintain harmonious working conditions on Site.
- 1.8.46 During the progress of the works, the *Contractor* provides access to others who also execute work in the same area, on an "as and when required" basis.
- 1.8.47 The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others, (this includes access difficulties experienced during construction or commissioning phase).

Records of Contractor's Equipment

- 1.8.48 The *Contractor* provides all equipment, tools and special tools that are required to execute and complete the works.
- 1.8.49 The *Contractor's* equipment does not impair the *Employer's* operations or access to the plant.
- 1.8.50 The *Contractor* provides all or any temporary or expendable materials required for the storage of material.
- 1.8.51 The *Contractor* declares all materials, equipment and tools via a prepared, pre-printed list upon arrival at the main security entrance, where a removal permit is issued by Security personnel.
- 1.8.52 The *Contractor* keeps a list of inventory of their equipment on Site. A copy of the list of inventory shall be supplied to the *Service Manager*.
- 1.8.53 Proof of Site entrance (approved list or permit) needs to be provided before equipment can be removed from Site.

- 1.8.54 The *Contractor* keeps these records. If the records are lost, the *Employer* does not have the responsibility to issue a gate release permit, and the *Contractor* might have to leave the equipment behind on Site.
- 1.8.55 The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the works.
- 1.8.56 Any electrical equipment or appliances used by the *Contractor*, conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* may stop the *Contractor's* use of any electrical equipment, or appliance, which does not conform to the foregoing.
- 1.8.57 Off-loading and handling equipment, such as cranes, is not available on Site and if required is provided by the *Contractor*. This includes the crane(s) and related equipment associated with the activities in the Works Information. The *Contractor* submits the following documentation for approval to the Employer before a crane (if required) is brought onto Site:
- e. Safe work procedure(s) for the crane, which includes rigging plans
 - f. Rigger(s) and Crane Driver(s) competency certificates
 - g. Updated risk assessment
 - h. Access to Site permits
- 1.8.58 The *Contractor* sets up any additional safety barriers/screens and signage around the plant area being worked on.
- 1.8.59 The *Contractor* supplies and installs temporary local lighting in accordance with the requirements of the OHS Act, as amended. The *Service Manager* provides no local lighting. All construction lighting is the responsibility of the *Contractor*.
- 1.8.60 The *Employer* may assist the *Contractor* with the off-loading of equipment, plant and material but the responsibility for off-loading remains with the *Contractor*.

Equipment provided by the Employer

Scaffolding.

- 1.8.61 The *Contractor* establishes scaffolding requirements and requests the *Service Manager* in writing to erect scaffolding and barricading, wherever necessary. Planning is required three (3) days in advance for new scaffolding/barricading and at least 24 hours in advance for any modifications. Scaffolding and barricading cannot be erected, moved, disassembled or modified by the *Contractor*. Safety harnesses must be worn by all the *Contractor's* personnel to access scaffolds via ladders and in all areas when working at heights.
- 1.8.62 The *Employer* only provides solid barricading, signage is not included.

Site services and facilities

Provided by the *Employer*

1.8.62.1 Site Yard

- e. It is required, for the proper coordination and execution of the works that the *Contractor* has an office on Site for the duration of the contract.
- f. A site is made available to the *Contractor* for his yard within the Power Station security area. The proposed site shall be shown to the *Contractor* during Site meeting or clarification meeting. The yard is a raw site and is used by the *Contractor* for the establishment of his offices, ablution, change-rooms, workshop and stores.
- g. The *Contractor's* yard is subject to periodic inspection by the *Service Manager/Supervisor* and Safety Risk Officers.

- h. The location of the nearest sewer manhole, power distribution point, portable water connection storm water channel and the road access point is indicated by the *Employer*. The *Contractor* is responsible for the connection to the closest point of supply.

1.8.62.2 Site Yard

- h. Electricity is made available for construction purposes free of charge from installed power points, which is indicated by the *Service Manager*. The *Contractor* is responsible for the provision of the reticulation system from the point of supply. Both 220 (AC) Volt and 380 (AC) Volt are available on request. All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.
- i. No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* decides at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.
- j. No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*.
- k. The power supply is managed in accordance with the latest revision of the Eskom safety regulations i.e.:
 - l. 32-846, Operating Regulations for High-Voltage Systems
 - m. 36-681, Generation Plant Safety Regulations
- n. A Certificate of Compliance (COC) for the site installation is provided by the *Contractor* prior to power being switched on.

1.8.62.3 Water

- f. Water is made available on request free of charge from water points on Site.
- g. The *Contractor* supplies at his own cost all the necessary connections, fittings, piping work, temporary plumbing and pumps necessary to lead water from the *Employer's* points of supply to the various points where it is required.
- h. The *Contractor* is responsible for maintaining this equipment and for removing it at Completion of the works.
- i. The *Service Manager* does not guarantee continuity of supply, and the *Contractor* makes his own provision for standby supplies to maintain continuity of work.
- j. Claims of any nature relating to a discontinuity of water supply are not considered.

1.8.62.4 Roads

- c. Main access roads are surfaced and may be used by the *Contractor* with the necessary care. The *Employer* maintains the Site roads, described above, to a fair condition but construction work may occasionally cause gravel road detours to be used. Any costs incurred by the *Service Manager* from damage caused to underground services, structures, etc. as a result of the *Contractor* not using the prescribed routes is recovered from the *Contractor*.
- d. The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Service Manager*.

1.8.62.5 Ablution Facilities

- b. Ablution facilities are provided on the four corners of the station.

1.8.62.6 Take Away Meals

- b. The *Contractor* or any of the *Contractor's* employees or Subcontractors may purchase take-away meals from the fast-food outlet on Site, if available. Driving off Site to purchase meals should not delay the progress of the contract.

Provided by the *Contractor*

1.8.62.7 Contractor's Yard, Offices, Workshops and Stores

- i. The *Contractor* conducts site establishment once for the entire service at the identified *Contractor's* yard on site. The yard is located approximately one kilometer from the Water Pre-Treatment Plant and is approximately (72 m x 20 m) of land where vegetation has been cut or cleared and topsoil removed, some levelling and surface compaction done. The *Contractor* erects a site yard of approximately 480 m2 and uses it for site establishment.
- j. Containers for dressing rooms, office and dining
- k. Storage for tools, equipment and consumables
- l. Portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

Contractors' Electrical Distribution Boards complies with OHS Act as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought on site has a certificate of compliance issued by an accredited person.

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

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

- m. Accommodation
- n. Transport
- o. Office furniture, equipment and stationery
- p. The *Contractor* or any of his employees or subcontractors may buy take away meals from the fast-food outlet on site.

Everything else necessary for providing the Service.

1.8.62.8 Telecommunications

- c. Neither a network point nor a telephone is available on site. Should the *Contractor* require one, he is to make his own arrangements with relevant authorities. Arrangements may also be made to use the telephones of the station if they are available. Calls from these are charged for at prevailing GPO/Telkom rates.
- d. Should the *Contractor* wish to use radio communication equipment on Site, he makes a request to the *Service Manager*.

Control of noise, dust, water and waste

- a The use of ear plugs or earmuffs will be used
- b The dust suppression will be done as and when required
- c Skips will be provided for waste management

2.3 Contractor's management, supervision and key people

- The number of maintenance staff required to execute the works is to be decided by the Contractor after his/her assessment of the scope of work and submitted to the Employer for approval.
- The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in the following but not limited disciplines.
- Occupational Health and Safety Act 85 of 1993
- NEC contract management
- Quality Management Control and Assurance procedures
- Plant Safety regulation authorisation
- Spares optimisation
- Procedure writing
- Other advance techniques
- All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- Proof of qualification is to be supplied on request by the Employer.
- The Contractor ensures that all staff brought onto Lethabo site has a valid fitness certificate based on the specified plant man-job specification.
- The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their several trades and callings and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed for the works without the written permission of the Employer.
- Ensures proper behaviour of personnel under his/her supervision as per the Lethabo culture.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR:	Plant Safety Regulations
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
SABS:	South African Bureau of Standards
SANS:	South African National Standards

SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

Employer's requirements for the service

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

Management strategy and start up.

The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

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. However the intention of all NEC contracts is that the Parties and their agents 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 effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

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.

Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an

organogram from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example, that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

_____ and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*.

The contract number and title.

Contractor's VAT registration number.

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List.

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

(add other as required)

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

Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms. Not the same thing as documentation control.

Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are 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. For example, specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also, the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases, all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases, only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Health and safety, the environment and quality assurance

Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information **MUST** include any such procedures to be able to administer Disallowed Cost.

People

Minimum requirements of people employed

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

BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

.
[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

Subcontracting

Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

Plant and Materials

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. Quality is usually designed in or specified in the technical specifications. However, to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

Plant & Materials provided "free issue" by the Employer

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

Site services and facilities

Provided by the *Employer*

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecoms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

State any constraints

Tests and inspections

Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

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

Drawing number	Revision	Title