

THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.



## NEC3 Term Service Contract (TSC3)

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

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

**for The Provision of Ablution Facilities for Units 1 to 6 at**  
**Tutuka Power Station on an 'as and when required'**  
**basis for a period of 60 Months**

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**Contents:**

**No of  
pages**

**Part C1 Agreements & Contract Data**

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

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## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
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## C1.1 Form of Offer & Acceptance

### Offer

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

**The Provision of Ablution Facilities for Units 1 to 6 at Tutuka Power Station on an 'as and when required' basis for a period of 60 Months.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

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## 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**

*Eskom Holdings SOC Ltd (reg no: 2002/015527/30),  
Megawatt Park, Maxwell Drive,  
Sandton, Johannesburg*

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

*Eskom Holdings SOC Ltd (reg no: 2002/015527/30),  
Megawatt Park, Maxwell Drive,  
Sandton, Johannesburg*

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

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## C1.2 TSC3 Contract Data

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

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

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

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

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	Tel	013 296 3389
	Fax	013 296 3608
	e-mail	HlatshGK@eskom.co.za
11.2(2)	The Affected Property is	Tutuka Power Station Unit 1- 6
11.2(13)	The <i>service</i> is	The provision of ablution facility at unit 01 – 06 on an 'as when and required' basis.
11.2(14)	The following matters will be included in the Risk Register	<p><b>Delays due to access to site</b></p> <p><b>Non-adherence to scope specifications</b></p> <p><b>Non- adherence to project programme/timelines</b></p> <p><b>Non-compliance to contract terms and conditions</b></p> <p><b>Labour relations instability or unrest</b></p> <p><b>Any other matter posing a risk to the project/contract will be discussed amongst the Parties and agreed upon before inserted on the Risk Register</b></p>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all other relevant documents
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> <li>24 hours to reply to a communication</li> </ul>
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 (C1.2b). <i>Contractor</i> is to execute the service/s as per the issued task order and contract conditions
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 working days of the Contract Date or 2 working days after task order issued
3	Time	
30.1	The <i>starting date</i> is.	To be confirmed upon contract placement
30.1	The <i>service period</i> is	5 Years
4	<b>Testing and defects</b>	The contract to supply non leaking ablution facility.
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	At the completion of the whole works or at the

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		end of each task order or as agreed between the parties.
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>14 to 28 working days after submission of each invoice</b>
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>
<b>6</b>	<b>Compensation events</b>	<b>As per NEC 3 clause 60</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>As per contract data on Part 3 Employer's service information</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p><b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).</b></p>
83.1	The <i>Employer</i> provides these additional insurances	<p><b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)</b></p>
83.1	The <i>Contractor</i> provides these additional insurances:	



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83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>Contract Value</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>9</b>	<b>Termination</b>	<b>90.2 The contractor may terminate only for a reason identified in the termination table. The employer may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the termination table.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>This will be a once off payment after completion of the whole of the works.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	<b>The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>).</b>
	Address	
	Tel No.	

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Fax No.

e-mail

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- 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

<b>X2</b>	<b>Changes in the law</b>	
X2.1	The law of the <i>contract</i> is	The law of the Republic of South Africa
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	See annexure C
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Contract value
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_</a>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on</li> </ul>

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[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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><b>The total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• Loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• Death of or injury to a person and</li> <li>• Infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>End of the service period</b>
<b>X19</b>	<b>Task Order</b>	
<b>X19.2</b>	<b>Task order includes</b>	<ul style="list-style-type: none"> <li>• A detailed description of the work in the Task.</li> <li>• A priced list of items of work in the Task in which items taken from the Price List are identified,</li> <li>• The starting and completion dates for the Task,</li> <li>• The amount of delay damages for the late completion of the Task and</li> <li>• The total of the Prices for the Task when Option A or C is used or the forecast total of the Prices for the Task if Option E is used.</li> <li>• The Service Manager consults the Contractor about the contents of a Task Order before he issues it.</li> <li>• When a Task Order is issued</li> <li>• The priced list of items for the Task is inserted in the Price List, and</li> <li>• The work involved is added to the</li> </ul>

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	<b>Service Information.</b>	
	<ul style="list-style-type: none"> <li><b>An instruction to carry out a Task is not a compensation event</b></li> </ul>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 working days after receipt of the Task Order or as agreed between the parties</b>
<b>Z</b>	<b>The additional conditions of contract Z1 to Z11 always apply.</b>	

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

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

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## **Z4 Confidentiality**

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

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

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the

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*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 "unless the *Service Manager* should have notified the event to the *Contractor* but did not". The Service Manager does not have to inform the Service Provider of a compensation event.

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

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

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

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

## **Z11 Ethics**

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

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

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.

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## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

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



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**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

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

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## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

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- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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## C1.2b Contract Data

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job:  Responsibilities:  Qualifications:  Experience:	
		CV's (and further key person's data including CVs) are in .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

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## Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

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## **Annexure B: The *Employer's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Peter HIGGINS	UK	+44 1293 873 868 <a href="mailto:peterhiggins@pdconsult.co.uk">peterhiggins@pdconsult.co.uk</a>
Bruce LEECH	Gauteng	+27 11 290 4000 <a href="mailto:leech@counsel.co.za">leech@counsel.co.za</a>
Nigel NILEN	Gauteng	+27 11 465 3601; <a href="mailto:nilences@global.co.za">nilences@global.co.za</a>
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: [Leighton.Itholeng@eskom.co.za](mailto:Leighton.Itholeng@eskom.co.za)

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## 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>	1

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## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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



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

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

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

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

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

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

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

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

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## C2.2 the *price list*.

ITEM	DESCRIPTION	UOM	QTY	NO. OF DAYS	RATE	AMOUNT
	<b><u>2026 FINANCIAL YEAR</u></b>					
1.1	<b><u>Unit 3 GO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	160		
	Daily Chemical Cleaning	No	42	160		
	2 ply toilet paper on dispenser	No	126	160		
	Liquid soap refilled daily	No	42	160		
	Disposable paper towel on a stand	No	42	54		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
1.2	<b><u>Unit 2 MGO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	146		
	Daily Chemical Cleaning	No	42	146		
	2 ply toilet paper on dispenser	No	126	146		
	Liquid soap refilled daily	No	42	146		
	Disposable paper towel on a stand	No	42	49		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
	<b><u>2027 FINANCIAL YEAR</u></b>					
1.3	<b><u>Unit 4 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.4	<b><u>Unit 1 IR Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	20	43		
	Daily Chemical Cleaning	No	20	43		
	2 ply toilet paper on dispenser	No	60	43		
	Liquid soap refilled daily	No	20	43		

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	Disposable paper towel on a stand	No	20	15		
	Delivery and Collection	No	20	2		
	Damage Waiver	Sum	1	1		
1.5	<b><u>Unit 3 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
	<b><u>2028 FINANCIAL YEAR</u></b>					
1.6	<b><u>Unit 5 INTERIM Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	43		
	Daily Chemical Cleaning	No	10	43		
	2 ply toilet paper on dispenser	No	30	43		
	Liquid soap refilled daily	No	10	43		
	Disposable paper towel on a stand	No	10	15		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.7	<b><u>Unit 4 IR Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	20	43		
	Daily Chemical Cleaning	No	20	43		
	2 ply toilet paper on dispenser	No	60	43		
	Liquid soap refilled daily	No	20	43		
	Disposable paper towel on a stand	No	20	15		
	Delivery and Collection	No	20	2		
	Damage Waiver	Sum	1	1		
1.8	<b><u>Unit 2 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	16		
	Daily Chemical Cleaning	No	10	16		
	2 ply toilet paper on dispenser	No	30	16		
	Liquid soap refilled daily	No	10	16		
	Disposable paper towel on a stand	No	10	6		

THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.9	<b><u>Unit 6 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
	<b><u>2029 FINANCIAL YEAR</u></b>					
1.1	<b><u>Unit 1 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.11	<b><u>Unit 4 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.12	<b><u>Unit 5 GO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	50		
	Daily Chemical Cleaning	No	10	50		
	2 ply toilet paper on dispenser	No	30	50		
	Liquid soap refilled daily	No	10	50		
	Disposable paper towel on a stand	No	10	17		

THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
	<b><u>2030 FINANCIAL YEAR</u></b>					
1.13	<b><u>Unit 6 IN Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	10	14		
	Daily Chemical Cleaning	No	10	14		
	2 ply toilet paper on dispenser	No	30	14		
	Liquid soap refilled daily	No	10	14		
	Disposable paper towel on a stand	No	10	5		
	Delivery and Collection	No	10	2		
	Damage Waiver	Sum	1	1		
1.14	<b><u>Unit 3 MGO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	41		
	Daily Chemical Cleaning	No	42	41		
	2 ply toilet paper on dispenser	No	126	41		
	Liquid soap refilled daily	No	42	41		
	Disposable paper towel on a stand	No	42	14		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
1.15	<b><u>Unit 2 MGO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	43		
	Daily Chemical Cleaning	No	42	43		
	2 ply toilet paper on dispenser	No	126	43		
	Liquid soap refilled daily	No	42	43		
	Disposable paper towel on a stand	No	42	22		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
1.16	<b><u>Unit 1 MGO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	60		
	Daily Chemical Cleaning	No	42	60		
	2 ply toilet paper on dispenser	No	126	60		
	Liquid soap refilled daily	No	42	60		

THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

	Disposable paper towel on a stand	No	42	20		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
1.17	<b><u>Unit 3 GO Outage</u></b>					
	Flushable Chemical Toilet with wash basins Rental (Labelled Male & Female)	No	42	60		
	Daily Chemical Cleaning	No	42	60		
	2 ply toilet paper on dispenser	No	126	60		
	Liquid soap refilled daily	No	42	60		
	Disposable paper towel on a stand	No	42	20		
	Delivery and Collection	No	42	2		
	Damage Waiver	Sum	1	1		
<b>GRAND TOTAL EXCLUDING VAT</b>						

**Additional Notes for Bidders:**

- Transport, PPE and accommodation should be included on the ratings.
- Rigging of toilet to different levels should be included on the ratings.

## PART 3: SCOPE OF WORK

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THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

## 1 Description of the service

### 1.1 Executive overview

The scope of work is for the provision of mobile ablution facilities for Units 1 to 6 on an as and when required basis for a period of 60 months. The plant areas which are considered in the scope are the Boiler and Turbine Plants.

The ablutions facilities will be placed in the following levels in the plant: Zero (0) Metre Level, Sixteen (16) Metre Level, Fifty-seven (57) Metre Level, Seventy-six (76) and Eighty-one (81) Metre Level.

### 1.2 Employer's requirements for the service

#### 1.2.1 Purpose

The purpose of this contract is to appoint a competent service provider to provide mobile ablution facilities to ensure compliance with the requirements of the National Building Regulations (Facilities Regulations), Regulation 2 – Sanitation (incorporated in the Occupational Health and Safety Act).

The services include:

- a) The supply of chemical toilets at both the boiler and turbine plants during outages and to the contractor's yard.
- b) Daily cleaning of toilets and cabins.
- c) Daily supply of toilet rolls for the facilities.
- d) Provision of washing soap and water inside each cabin.
- e) Removal of toilets upon completion of the outage.
- f) Labelling of toilets as "Ladies" and "Gents" with an inspection sheet that must be completed daily by the cleaner, indicating the name, surname, date, and time.
- g) Disposal of toilet waste at the sewer plant located northeast of the power station.
- h) The contractor's agent/representative must attend the outage meetings twice a week during the outage period.

The following requirement must be adhered to:

- a) Safety and health requirement
- b) Environment requirement
- c) Site regulations and access control
- d) Eskom Transport procedure.

#### 1.2.2 Ablution Requirements

- Sanitary facilities must be freely and readily accessible to employees.
- Sanitary facilities must be provided with a water closet pan seat, toilet paper, water, drying towels and handwashing soap
- Floors of the toilet must be constructed of an easily cleanable surface.
- Privacy must be ensured through the provision of screen walls, partitions or doors.
- Location of accessible toilets should not be too remote from the main traffic area to avoid long travel distance. It should be easily accessible for those with urgency for the users.
- The contractor must supply mobile, chemical toilets which are easily accessible to employees, ensuring the chemical toilets meet the requirements stipulated in SANS 10400-Q.
- The contractor must ensure that there is an adequate number of mobile toilet units for the amount of personnel on site, adhering to the requirements stipulated in Table 6 of SANS 10400-P. **The maximum number of employees and/or contractors expected at any one time during an outage is 2 300.**

THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

- The contractor must ensure separate ablutions facilities are provided for males and females and the ablutions units are to be clearly marked for the designated gender.
- The contractor must supply disposable paper towels and ensure there is an adequate supply of the paper towels throughout operations.
- The contractor must ensure the ablutions units are fitted with disposal bins, and the female ablutions must be fitted with a receptacle for sanitary needs. The bins must be cleaned regularly to ensure that the facilities are safe from health hazards as addressed in the OSH Act 85 of 1993.
- The hand-washing facilities (basins) provided must have clean water and soap.
- The contractor must ensure there is adequate lighting in the ablution facilities as stipulated in SANS 10114 -1.
- The contractor must ensure there is adequate ventilation in the ablution facilities as stipulated in SANS 10400-O and SANS 30500.
- The contractor must ensure there is a proper drainage and sewage disposal system consistent with approved environmental standards.
- Mobile or temporary sanitation facilities must not result in environmental pollution and should be designed, installed, serviced and managed in such a manner as to prevent environmental pollution while maintaining a healthy work environment for employees.

### 1.2.3 Operation, Maintenance, Cleaning and Effluent Disposal

The contractor is to ensure that the mobile ablutions will be readily available to employees/contractors through means of appropriate operation and maintenance for the mobile ablutions.

The contractor shall ensure the following requirements as a minimum:

- a) Toilet facilities must be always kept clean, with general cleaning conducted daily, and facilities should be provided with an adequate supply of toilet paper, soap and drying towels.
- b) The timing and frequency of deep cleaning should be determined by the crowd flow. Thorough cleaning of toilets should be carried out during off-peak hours when toilet usage is low. Touch up cleaning should be done more often during peak hours.
- c) Toilet facilities must also be always maintained in good working order and must be adequately ventilated and illuminated.
- d) Faulty or broken components must be repaired within reasonable time so as not to infringe on the health and safety of employees.
- e) All toilets that are not connected to sewers shall be linked to a containment facility that either allows for faecal sludge to be safely treated onsite or transported to offsite treatment facilities.
- f) All toilets that are not connected to sewers and where excreta cannot be treated onsite shall have access for safe emptying. The contractor will be required to haul and empty the excreta at Thuthukani Sewage Treatment Plant located approximately 9km from Tutuka Power Station.
- g) Sanitary receptacles must be serviced regularly so as not to result in overfilling, offensive odours, or a health hazard, and shall be maintained in a clean and sanitary condition.
- h) Preventative servicing should be undertaken regularly to ensure that sanitary fixtures, sensors, and mechanical parts are maintained in working order.

**The Contractor is expected to submit an operation and maintenance manual for the mobile ablution facilities.**

### 1.2.4 Time period which scope is applicable

- a) During Inspections and Interims outages with durations between 14- 28 days.
- b) During the General overhauls and Mini General Overhauls outages with duration from 44 to 120 days.

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### 1.2.5 Special Conditions

- a) There is a high level of dust on the plant
- b) Cleaning is from 0m level to 81m level on Boilers, the work involves working at heights.
- c) Heat stress consideration during the commissioning or in a confined space
- d) Rotating equipment (i.e. turbine, motors, GAH, Pumps might be on barring or rotating)
- e) Electrical circuit might be alive

### 1.2.6 Exclusions

- a) Scaffolding and Insulation
- b) Control Instrumentation components
- c) Non-destructive testing
- d) Lubrication
- e) Unauthorised modifications

### 1.3 Interpretation and terminology

Abbreviation	Description
SOW	Scope of Work
M/L	Meter Level
OHSACT	Occupational Health and Safety Act, 85 of 1993
L	Litre
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards

## 2 Management strategy and start up.

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

- 2.1.1. The *Service Provider* submits a delivery and/or removal plan for the facilities for acceptance by *Service Manager* prior to commencing with the work.
- 2.1.2. The plan is in MS Project and must include the following:
  - The Number of Assigned resources as per Employer's Instruction
  - The Servicing calendar (number of Service-hours per day, days per week),
  - The leave days and relieve plan
- 2.1.3. The Service Provider to provide contingency plan in case each resource gets deceased, resigns or gets Sick. It remains the Service Provider's responsibility to replace such resource within 1 week with a resource of similar level of competency as prescribed in detailed job profile
- 2.1.4. The *Service Provider's* program must fit in with the interface activities of other Contractors, fit within the Project/Outage department programs. These interfaces are activities such as scaffolding, lagging etc.
- 2.1.5. Activities will only be recorded as complete when the quality inspection plan for the activity is returned to the *employer's representative* with all the relevant signatures, including that of the quality controller.

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## 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction and compensation event meeting	As and when required	Tutuka Power Station/ MS Teams	<i>Service Provider's Rep Employer</i>
Overall contract progress and feedback	Every Tuesday at 15:00 or as agreed between the parties	Tutuka Power Station/ MS Teams	<i>Employer &amp; Service Provider</i>
Outage Meeting	Daily, 09h00 to 10h00 (If & when necessary, <i>Service Provider</i> will be informed to attend)	Tutuka Power Station/ MS Teams	<i>Service Provider's Rep</i>
<i>Service Provider</i> Safety Meeting	Weekly, Wednesday at 13H00	Tutuka Power Station (Production board room)	<i>Service Provider Safety Officer</i>
Site (Kick Off) meeting	First working day after official contract is placed at 10:00	Tutuka Power Station/ MS Teams	<i>Employer's Team &amp; Service Provider</i>

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

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

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

- The Service Provider to provide an organogram showing his people and their lines of authority/communication.
- The Service Provider hires qualified personnel as per the prescribed qualification and related experience.
- The Service Provider ensures daily cleaning of chemical toilet waste per day (Monday to Sunday)
- The Service Provider to ensure that no site Eskom employee will execute scope of work.

## 2.4 Provision of bonds and guarantees

- Not applicable to this contract.

## 2.5 Documentation control

- The Contract to submit all service report and cleaning check sheets to the Service Manager.

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## 2.6 Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Add procedures for invoice submission and payment (e.g. electronic payment instructions)

## 2.7 Contract change management

- a) Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- b) The *Contractor* shall request this form from the *Service Manager*.
- c) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (Eskom Procurement and Supply Management Procedure)
- d) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- e) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

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

- a) All records as required to back up any defined costs must be kept on file by the Contractor and be made available when requested by the Service Manager.

## 2.9 Insurance provided by the Employer

- a) Refer to Clause Z12

## 2.10 Training workshops and technology transfer

- a) Not applicable

## 2.11 Design and supply of Equipment

- a) Not applicable

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

### 2.12.1 Equipment

- a) Not applicable.

### 2.12.2 Information and other things

- a) Certificate of completion will be submitted at the end of the contract or period of service and is to be signed by both the Employer and Service Provider.
- b) The Contractor to provide a service reports and cleaning check sheets.
- c) Summary of lessons learnt during the contract period.
- d) Summary of training undertaken by the Contractor's employees over the duration of the contract.
- e) Copy of all complaint's registers

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- f) Copy of all completed questionnaires
- g) Copy of all monthly reports
- h) All Safety Files and all other relevant safety documentation relevant to this contract.
- i) All Reports / Documents to be compiled, filed, discussed and handed over to the Employer on a weekly basis (the day in the week to be announced by Employer) and at the end of the service.
- j) On Completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.
- k) *Contractor* is responsible to ensure that his Letter of Good standing is always valid as stipulated in the construction regulations point 7 (C) (iv) and with specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid.
- l) As per clause 70.2 to provides other things as stated in the Service Information.
- m) The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be always kept up to date.

### 2.13 Management of work done by Task Order

The *Contractor* must only carry out work if he receives a signed Task Order from the *Service Manager* or his delegates.

- a) A Task Order is the instruction to commence work.
- b) No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the *Employer* and *Contractor*.
- c) Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed.
- d) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- e) All work will be issued via SAP Maintenance or as per Task order system.

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

### 3.1 Health and safety risk management

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

- a) All The Employers health and safety procedures and regulations to be adhered to by the *Contractor*.
- b) A SHEQ file to be handed in at the SHEQ department for approval prior to wok commencement and kept up to date for the duration of the contract.

#### **SHEQ Policy**

##### **Eskom SHEQ Policy**

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

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

##### **Contractor SHEQ Policy**

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

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



THE PROVISION OF MOBILE ABLUTION FACILITIES FOR UNITS 1 TO 6 AT TUTUKA POWER STATION ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 60 MONTHS.

### **SHE PLAN REQUIREMENTS: -**

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

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

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

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

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

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

#### **Health and safety**

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

- a) SHEQ Policy 32-727
- b) The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- c) SHE Requirements for the *Employer's* Commercial Process 32-726
- d) *Contractor* Health and Safety Requirements 32-136
- e) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- f) Live-saving Rules 240-62196227
- g) Working at Heights 32-418
- h) The *Employer's* Vehicle Safety Specifications 32-345
- i) Tutuka *Contractor* SHEQ Specifications

#### **Site Regulations and Procedures**

##### **Site Regulations**

The latest revision Tutuka Power Station Site Regulations form part of this contract.  
Copies of these procedures are available on request.  
(Any additional site regulations implemented will be applicable)  
Safety risk management

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

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### **Vehicle and driver safety**

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

### **Speed Limit**

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

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

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

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

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- a) Rule 1: Open, Isolate, Test, Earth and create an equipotential zone before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

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

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

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.
- f) Rule 6: Ensure safe live working - that is any plant operating above 1 000 V.

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

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

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

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

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

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

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

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

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

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

Adequate first aid and firefighting equipment to be provided by the *Employer*, but the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.  
All *Contractor* personnel must have First aid and firefighting training.

### **3.1.3 Fire Precautions**

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

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

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

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

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

### **3.1.5 Fire protection**

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

### **3.1.6 Safety and incident prevention**

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

Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

### **3.1.7 Reporting of accidents**

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

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

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### 3.1.8 Occupational Health and Safety Act 85 of 1993 – SECTION 37

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

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

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

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

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

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

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

### 3.1.9 Safety Regulations of the *Employer*

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

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

### 3.1.10 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

- a) The *contractor* is responsible for supplying his or her own barricading or scaffolding, which must comply with the construction regulations.
- b) Only solid barricading may be used.
- c) The *Contractor* shall ensure that scaffolding when used complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act. SABS 085, SABS 1808 and SABS 1093.

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- d) The *Contractor* shall ensure all scaffolding work operations are carried out under supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

### 3.2 Environmental constraints and management

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

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

It is made known to the Contractor's that the Power Station is situated in an environmentally sensitive area.

The Contractor acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The Contractor complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

The daily Dumping of the waste in the Tutuka Sewer Plant on the Northeast of the Power Station shall be as per facilities Regulations Regulation 2 – Sanitation incorporated in the Occupational health and Safety Act.

### 3.3 Quality assurance requirements

When performing the service, the Contractor shall ensure full compliance with the Building Regulations 2 on Sanitation.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

- a) Only an authorised and competent driver to deliver and collect the ablution facilities before and after the Outage.
- b) The Contractor to ensure that the ablution facilities are cleaned by only trained and competent Semi- skilled employees daily.

#### 4.1.2 BBBEE and preferencing scheme

- a) As per clause Z3 within contract data.

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

Indicate the percentage (%) that is allocated to

Price	80%
BBEEE Status	20%
Designated commodity	No

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#### 4.1.3.1 Supplier Development Localization and Industrialization

##### Section 1: Specific Goals

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**NB: The following documents are required to claim preference points:**

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC Certificate
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

**Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'**

- May only score point out of 80 for price
- Scores 0 points out of 20 for specific goals

##### Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

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### Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Sch applicable.

### CIDB Skills Development

#### Continuation of Mandatory Requirements

Is there CIDB compulsory training?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If yes, what is the % of the Construction Skills Development Goal % (CSDG)

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

**NOTE:** Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

### National Industrial Participation Programme

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (DTIC) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

"NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement.

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The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

"The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

"Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (DTIC) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the DTIC and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

"All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the DTIC before signing the contract with Eskom."

### **Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals**

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring, but commitments will form part of contractual obligations

#### **1. Transformation – BBEE Improvement or Retention Plan**

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderers submit their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderers with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderers are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.



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**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

#### **Local Procurement Content**

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

#### **Jobs.**

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

### **Section 4: SDL&I Penalty and Performance Security**

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

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## Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

## Section 6: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

### Current Suppliers Providing the Services

- None

### Potential Suppliers:

- Open market

## Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits:

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director**, **owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option)**.
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left)**.
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option)**.
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year)**.

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- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

- a) Not applicable

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

- a) Not applicable

### 4.2.3 Limitations on subcontracting

- a) Not applicable

### 4.2.4 Attendance on subcontractors

- a) Not applicable

## 4.3 Plant and Materials

### 4.3.1 Specifications

- a) Not applicable

### 4.3.2 Correction of defects

- a) The Contract will clean any spillages immediately.

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

- a) Contractor to provide ablution as per Part 3 Scope of Work.

### 4.3.4 Tests and inspections before delivery

- a) The Contractor shall inspect the facility to ensure there are no defects or leaks prior to delivery.

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

- a) None

### 4.3.6 Cataloguing requirements by the *Contractor*.

- a) Not applicable

## 5 Working on the Affected Property

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

The *Contractor* and all his staff shall undergo Eskom induction prior to entering the Affected Property.

#### 5.1.1 Roads and Vehicles

- a) All vehicles used by the *Contractor* will be compliant with Eskom Standards.

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- b) All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

#### 5.1.2 Security

- a) The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- b) Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

#### 5.1.3 Departure from the Site

- a) Access to the site will be via the main security gate. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- b) The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- c) All persons entering Eskom sites are subjected to alcohol testing.

#### 5.1.4 Temporary Gate Permits

- a) The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- b) If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, whereby they will have to attend induction as well.
- c) The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.
- d) *Contractor* on site must supply a SAPS clearance certificate to the *Employer* before contract start and every 12 months thereafter for all *Contractor's* employees to ensure continued access to site. This will also be handed in to security for *Contractor* to obtain access permits.
- e) Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor* appoints a Sub-*Contractor*, the same provisions and measures will apply to the Sub-*Contractor*. Acceptance of the tender is also subject to the condition that the *Contractor* will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- f) *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- g) Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. A risk analysis of the employee profile indicating whether the employee is a risk to the installation must be completed. Any risk rating allocated above a level III will be deemed unsuitable.
- h) The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees.

#### 5.1.5 Removal

- a) The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant *Employer* security forms, and the equipment lists.

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- b) If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- c) The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- d) If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's* representative, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

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

- a) Normal working hours is the *Employer's* working hours.

Monday to Thursday 07:00 -16:15

Friday 07:00 -12:00

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their Sub-*Contractors* and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the Sub-*Contractors* and suppliers. If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main *Service Provider/Provider/Principal Contractor* will be penalised.
- d) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) The *Contractor* shall maintain a high standard of workmanship expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- f) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- g) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- h) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- i) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- j) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- k) All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- l) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- m) The *Contractor* and his employees will be required to always conduct themselves in proper and orderly manner while on the *Employer's* premises.
- n) The *Contractor* and his employees may only smoke in the allowed / designated areas.
- o) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

## 5.3 Health and safety facilities on the Affected Property

The *Contractor* to provide own Emergency preparedness procedure and align to site emergency procedure. In cases of emergency or when these are inadequate, the *Employer* has the following facilities on site which may be made available to the *Contractor*, however, the *Employer* is entitled to recover the associated costs from the *Contractor*.

- a) Proto team on each shift
- b) Medical Station and relevant staff on Site.
- c) Each workshop has a first aid box available.
- d) Yearly induction for all personnel.

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- e) In an emergency the contract supervisor and *Service Manager* must notified immediately

#### **First aid centre**

The *Contractor* provides a first aid service to his employees and *Sub-Contractors*.

In the case where these prove to be inadequate, like in the event of a serious injury,

- a) The *Employer's* medical centre and facilities are available.
- b) Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.
- c) The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

### **5.4 Environmental controls, fauna & flora**

#### **5.4.1 Environmental management**

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All Contractors shall comply with the Employer's environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the Employer's Environmental Department as per incident management requirements.

**The following Environmental procedures must be adhered to.**

- 1) 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 2) 14RISK ENV-013 Waste Management

#### **5.4.2 Waste Management**

- a) Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- b) The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- c) No waste should be burned or buried on site.
- d) Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

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

- a) Yellow bin for domestic waste
- b) Orange bin for hazardous waste
- c) Maroon bin for scrap
- d) Green box for cartridges
- e) Blue box for recyclable paper

#### **5.4.3 Radiation protection**

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

#### **5.4.4 Hazardous Substances**

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

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#### **5.4.5 Environmental management**

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

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

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

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

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

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

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

#### **5.4.8 Stockpiling of waste**

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

#### **5.4.9 Hazardous waste**

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

#### **5.4.10 Pest Control**

- a) Only approved herbicides with a low environmental risk shall be used for pest control.
- b) Only registered pest controllers may apply herbicides on a commercial basis.
- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

#### **5.4.11 Water Conservation**

- a) Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- b) Report / fix leaking taps and pipes to save water.
- c) Use water sparingly.
- d) Chemical substances shall not be disposed of in wastewater or storm water drains.

#### **5.4.12 Air Pollution**

- a) Dust suppression measures must be in place to reduce airborne dust.
- b) Noxious and offensive odours arising from work activities shall be adequately controlled.
- c) Ground Pollution
- d) Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

#### **5.4.13 Ground Pollution**

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

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

### **5.5.1 Interface with Others**

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

### **5.5.2 Planning**

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the Service Manager.

### **5.5.3 Completion**

A final completion certificate of contract must be submitted at the end of Contract period.

### **5.5.4 Requirements for Completion.**

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

## **5.6 Records of Contractor's Equipment.**

- a) All equipment and tools must be marked, and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- b) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- c) *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc) to be declared and signed in at security.

## **5.7 Equipment provided by the Employer**

- a) None

## **5.8 Site services and facilities**

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

The Employer to provide electrical 220V and 380V power supply, portable water, waste bins in designated areas and ablution facilities.

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The *Service Provider* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required.

Power is available at the existing points. The *Service Provider* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The *Service Providers'* Electrical Distribution Boards must comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

The Service Providers' electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date. The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Service Provider has submitted the valid Certificate of Compliance. All Service Providers' electrical distribution boards are earthed to the steel structure of the plant.

The Employer provides the Service Provider access to identified existing ablution facilities.

The Service Provider maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Service Manager. The Service Provider restores the site



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to its original state i.e., clean and no rubble. Inspection is held by the Service Manager and signed off.

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

- a) The Service Provider to bring all the necessary equipment to complete the Services.
- b) The Service Provider to provide their own facilities in the form of Containers to be used as offices and including their own DB Boards in the case where the Employer's socket outlets are non-functional.
- c) Upon completion of the contract, the Service Provider to remove the containers from site as well as any other equipment which they brought to site.
- d) *Contractor* to provide and ensure safe transportation services for all his employees and it must comply with 32-93 and 33-345 procedures.
- b) Access permits [Refer to procedure: Access Control at Eskom premises (32-1134)]
- c) *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- d) All computers and printer accessories needed to be provided by the *Contractor*.
- e) *Contractor* will provide a Method Statement to explain how the SOW will be executed, and this must form part of the Tender returnable.
- f) The *Contractor* makes his own arrangements for accommodation and meals at own costs.
- g) The *Contractor* provides his own cell phone and the cost thereof.
- h) *Contractor* to provide own extensions. Extensions must be COC certified.

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

- a) As per Employer's Environmental requirements specified under section 3.2 Environmental Constraints and Management
- b) All necessary and relevant PPE must be used at all times when entering or working on plant.
- c) Work Permit Risk Assessment forms must be completed before commencing with any task.
- d) All relevant procedures to be used at all times.

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

Where hook ups to existing works is impractical, lanyards and retractable lifelines maybe used as per Employer's working at heights procedure

#### **5.11 Tests and inspections**

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

- a) Not applicable

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

- a) Not applicable

### **6 List of drawings**

#### **6.1 Drawings issued by the *Employer***

- a) Not applicable

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## 7 Annexure C – X17 (Low Service Damages)

Item	Service Performance Description	Measurement Criteria	Source of Evidence	Low Service Damages
1	Housekeeping	Maintain good housekeeping practices in and around ablution facilities.	<ul style="list-style-type: none"> <li>Plant safety walk report by Eskom Safety Officer.</li> <li>Daily inspection checklist signed by Employer's Representative.</li> </ul>	<ul style="list-style-type: none"> <li>Poor housekeeping: 5% of Task Order value, capped at 10% of Contract Value.</li> <li>Good housekeeping: 0% of Task Order value.</li> </ul>
2	Spillages	No spillage of effluent or chemicals permitted during operation, servicing, or transportation.	<ul style="list-style-type: none"> <li>Site inspection reports.</li> <li>Environmental incident records.</li> </ul>	<ul style="list-style-type: none"> <li>Two or more spillages: 5% of Task Order value, capped at 10% of Contract Value.</li> <li>No spillages: 0% of Task Order value.</li> </ul>
3	Turnaround Time for Deliveries to Site	Delivery of required ablution facilities to be completed within 24 hours of written instruction from the Service Manager.	Delivery/removal log verified by the Service Manager.	<ul style="list-style-type: none"> <li>Delivery after 24 hours: 5% of Task Order value.</li> <li>Delivery within 24 hours: 0% of Task Order value.</li> </ul>
4	Turnaround Time for Site Clearances	Removal of ablution facilities and site clearance to be completed within 48 hours after written instruction from the Service Manager.	Clearance log verified by Service Manager.	<ul style="list-style-type: none"> <li>Clearance after 48 hours: 5% of Task Order value.</li> <li>Clearance within 48 hours: 0% of Task Order value.</li> </ul>
5	Waste Disposal	Waste to be properly disposed of at the designated sewage plant.	Disposal check sheet signed or stamped by the sewage plant.	<ul style="list-style-type: none"> <li>Poor disposal practice: 5% of Task Order value to be deducted.</li> <li>Compliant disposal: 0% of Task Order value.</li> </ul>