



## NEC3 Term Service Contract (TSC3)

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

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

for **Unblocking of Deep drains using an HP Jetting Machine  
and Vacuum truck at Kendal Power Station for 36 months**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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

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## PART C1: AGREEMENTS & CONTRACT DATA

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Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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C1.1 Form of Offer & Acceptance

**Offer**

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

**Title of the**

**UNBLOCKING OF DEEP DRAINS ON KENDAL POWER STATION**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2            Pricing Data

Part C3            Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

KENDAL POWER STATION  
PRIVATE BAG X72727  
WITBANK  
1035

Name &  
signature of  
witness

Date

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

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

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)	KENDAL POWER STATION PRIVATE BAG X72727 WITBANK 1035
Name & signature of witness	_____	_____
Date	_____	_____



C1.2 TSC3 Contract Data

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

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: <b>Priced contract with price list</b>
	dispute resolution Option	W1: <b>Dispute resolution procedure</b>
	and secondary Options	
		X1: <b>Price adjustment for inflation</b>
		X2 <b>Changes in the law</b>
		X17 <b>Low service damages</b>
		X18: <b>Limitation of liability</b>
		X19: <b>Task Order</b>
		Z: <b>Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>013 647 6444</b>
	Fax No.	
10.1	The <i>Contracts Manager</i> is (name):	<b>Darryl Swart</b>
	Address	<b>Private Bag x7272 Witbank 10350</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)

Tel 013 647 9403

Fax

e-mail [swartdh@eskom.co.za](mailto:swartdh@eskom.co.za)

11.2(2)	The Affected Property is	Kendal Power Station
11.2(13)	The <i>service</i> is	Deep Drains unblocking
11.2(14)	The following matters will be included in the Risk Register	None.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One week
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
3	<b>Time</b>	
13.1	The <i>starting date</i> is.	01 October 2022
30.1	The <i>service period</i> is	36 months
4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	between the 25 <sup>th</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks/ 14 days
51.4	The <i>interest rate</i> is	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  (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.
6	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <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)..
9	<b>Termination</b>	Contract will be terminated when the terms of



		the contract are not being met or contract term lapses.		
10	Data for main Option clause			
A	Priced contract with price list			
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		4 weeks.	
11	Data for Option W1			
W1.1	The Adjudicator		the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
W1.2(3)	The Adjudicator nominating body is:		the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.	
W1.4(2)	The tribunal is:		arbitration	
W1.4(5)	The arbitration procedure is		the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is		Johannesburg South Africa	
	The person or organisation who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is		[•].	
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			0.	[•]
			0.	[•]
			0.	[•]
			0.	[•]
			0.	[•]
			[•]	non-adjustable
			1.00	

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X17</b>	<b>Low service damages</b>	
<b>X17.1</b>	<p>The low service is</p> <p>R 3000 up to a maximum total of R 100 000 over the contract period.</p> <p>R 10 000 up to a maximum total of R 100 000 over the contract period.</p> <p>R 20 000 up to a maximum total of R 500 000 over the contract period.</p> <p>R 30 000 for the first incident and R 50 000 for any consecutive incidents.</p>	<p>Should an oil leak or a water leak occur within six months of operation after a gearbox, valve, pump or any other component replacement carried out by the Contractor.</p> <p>For rework due to poor installation or sub-standard work e.g re-aligning a pump after installation due to high vibrations.</p> <p>Should any load losses occur due to proven poor maintenance.</p> <p>For an environmental incident (section 30, violation or a contravention) due to proven poor maintenance.</p> <p>(Excluded are electrical and instrumentation failures, any failures to equipment not serviced by the supplier, failure of components not supplied by the supplier, service work performed using second-hand spares with permission given by the Service Manager, external factors -such as foreign objects coming into contact with the serviced item, poor operating practice, and any other factors that can be shown to be outside the direct control of the supplier. The penalty will only be imposed on the supplier after an investigation and the occurrence is found to be a result of poor maintenance by the supplier.)</p>
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>The contract value</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b></p> <p><i><a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></i></p>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li><b>the total of the Prices at the Contract Date and</b></li> <li><b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the</b></li> </ul>

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b><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</b>  <a href="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</a></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices other than for the additional excluded matters.</b></li> </ul> <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 infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>24 hours of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>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.

### **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

### **Z5 Confidentiality**

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.
- Z6 Waiver and estoppel: Add to core clause 12.3:**
- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z7 • Health, safety and the environment: Add to core clause 27.4**
- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z8 Provision of a Tax Invoice and interest. Add to core clause 51**
- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

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**Z9      Notifying compensation events**

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Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

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**Z10      *Employer's* limitation of liability**

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

Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

## **Annexure A: Insurance provided by the Employer**

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

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

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

C1.2 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	R



**Part 2: Pricing Data**  
TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

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

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

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

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

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

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

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

**UNBLOCKING OF DEEP DRAINS ON KENDAL POWER STATION****C2.2 the price list****Schedule A :****EQUIPMENTS REQUIRED FOR BOILER AND ASH PLANT(A)**

Item	Description	QTY	Rate per month	Expected months	Total
1	Site Establishment	1	Once off	Once off	
2	Vacuum Truck	1		36	
3	HP Jetting Machine	1		36	
4	Drains Unblocking	Sum(All drains)		36	
5	Site De Establishment	1	Once off	Once off	

Total A

**Note:** Should an equipment be sent away for repairs, a replacement should be available the same day to avoid interruptions to service.

If equipment is not available onsite, "no equipment, no payment" will be applied for the number of days it was not available onsite.

**NB :**All Equipment to be Quoted on a "Wet Rate"(inclusive of petrol/diesel)

**MANPOWER RESOURCES REQUIRED (B)**

Item	Description	QTY	Rate per month	Expected Months	Total
1	Site Manager	1		36	
2	Site Supervisor	1		36	
3	HP Jetting Machine Operator	2		36	
4	Utility Man	3		36	
5	Vacuum truck Operator	2		36	
6	General Workers	2		36	

Total B

**Note:**

**All rates to include, bonuses, accommodation for duration of contract**

**UNBLOCKING OF DEEP DRAINS ON KENDAL POWER STATION****Health and Safety(C)**

Item	Description	UNIT	QTY	Rate	Total Price
1	Medicals	Sum.			
2	Health and Safety File	Ea.	1		
3	Safety Training	Ea.	11		
4	Hard Hats with Chin Straps	Sum.			
5	Overalls(2 per annum)	Ea.	66		
6	Gloves	Sum.			
7	Shoes (Safety boots)	Ea.	11		
8	Hearing Protection(Noise Clippers)	Ea.	11		
9	Safety Goggles	Sum.			
10	First aid box for every 50 employees	Ea.	1		
11	Respirators	Sum.			
12	Gum boots	Sum.			
13	Rain suits	Sum			

**Total C**

**Schedule D: Overtime rates****No overtime applicable, all work to be completed during normal working hours.****The total of the Prices(A+B+C)**

### Part 3: Scope of Work

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

## **1. Description of the service**

### **1.1 Executive overview**

The contractor is required to unblock all deep drains on Kendal Power Station boiler plant.

Unblocking of these drains will be done using a High Pressure Jetting machine and Vacuum truck.

**The scope includes the Unblocking of Boiler drains, this will be done on a regular basis, preventing the build-up of Ash inside of the drains, drain lines. Frequency will be as and when they block up.**

## **1. Description of the service**

### **Unblocking of Deep drains using an HP Jetting Machine and Vacuum truck at Kendal Power Station**

#### **Unit 1**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan Pit Drain line

#### **Unit 2**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan Pit Drain line

#### **Unit 3**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan Pit Drain line.

#### **Unit 4**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan Pit Drain line.

#### **Unit 5**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan PIT drain between 5 and 6

#### **Unit 6**

- Unblocking of Drains around SSC, Mills, drain under Sicon Conveyor, Main line drains and all other drains leading to Main line drain and ID Fan Pit Drain line
- Main line drain on east road

#### **FAB 1 – FAB 3**

- All Drainage lines from Bunker top level down to ground floor

## The service is the for Unblocking of Deep drains on Kendal Power Station

### 1.2 *Employer's requirements for the service*

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

### **Special Requests**

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



- After being called out the *Contractor* response time, is to be on site within **1 hours**
- *Contractor* can only be called out by the *Service manager* or Contract supervisor.

#### QUALIFICATIONS REQUIRED

Nunbmer	Position	Qualifications Required	Minimum Experience Required
1	Supervisor	Supervisor Certificate	3 Years Experience
2	Cleaners	N/A	1 Year Industrial cleaning
4	Safety Officer	SAMTRAC	2 years industrial cleaning experience
5	HP Operators	Valid HPJet certificate	3 Years experience
6	Vac truck Operator	Valid Vacuum truck Certificate	3 Years experience
10	Utility man	Grade 10	3 Years experience
11	Site Manager	Diploma	3 Years Industrial Cleaning Experience

### Applicable Corporate/Generation/International Guidelines and Standards

Nº	REFERENCE NUMBER	DOCUMENT TITLE
1	Occupational Health & Safety Act 85 of 1993	Factories Regulations
2	Unique Identifier 1016526	Permit to Work as per Plant Safety Regulations (GGR 0992)
3	ESKPVAEY6	Operating Regulation for High Voltage Systems
4	Unique Identifier 32-188	Eskom's Procurement and Supply Chain Management
5	Unique Identifier 240-48929482	Tender Engineering Evaluation Procedure
6	Unique Identifier 32-1304	Process Control Manual (PCM) for Manage Work
7	Unique Identifier 32-727	SHEQ policy
8	ISO 9001:2008	Quality Management Systems Requirements
9	Unique Identifier *1017482	Quality Control Plan template form

### General Considerations

<b>SAFETY</b>	
<b>Specified safety requirements for the specific system</b>	
System or Plant	Safety requirements
Access to Kendal site	All individuals has attended induction course and the contractor has provided the approved Safety File
Boiler feed & Terrace plant areas	Agreement to comply to OHSA regulations (section 37 (2))
Boiler feed & Terrace plant areas	Appoint principal contractor to safely carry out construction work as per OHSA construction regulation 4
Boiler feed & Terrace plant areas	Ensure plant and equipment safety as per Kendal procedure 30/20/05-PI 001
Before starting any activity	Plant Isolation (permit to work) and tag out procedures
Inside Kendal site	32-95, Procedure to conduct EH&S Incident Management
<b>ENVIRONMENT</b>	
<b>Specified pollution control requirements, specified waste management requirements, specified energy efficiency requirements.</b>	
System or Plant	Environmental requirements
Boiler and Ash Plant	Constant housekeeping during execution to ensure safe working environment
	Oil spillages to be handled as per National Environmental Management Act
	Working areas to be cleared or cleaned from coal fines & debris
	Working areas to be well light and ventilated

**CPA indices every 12 months**

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

**NOTE:**

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

**Contractor:**

.....  
Print name

.....  
Signature

.....  
Date

## 1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

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

## Management strategy and start up.

### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	1 week before contract start date	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Risk register and compensation events	Weekly	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor</i>
Tool box talk	Daily prior commencement of the shift activities	Kendal Power Station, Specific conference room TBA	<i>Supervisor and Contractors</i>
Planning, scheduling and feedback	Once a week at 08:30	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Close out meeting	Daily at 15:30	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Safety meeting	Once a week	Kendal Power Station, Specific conference room TBA	<i>Safety Officer &amp; SHEQ Technician, Services Manager</i>
Ad hock work stoppage	As and when required	Kendal Power Station, Specific conference room TBA	<i>Contractor, Service Manager and Supervisors</i>
Scope clarification and orientation meetings	1 week before contract start date	Kendal Power Station, Specific conference room TBA	<i>Contractor, Services Manager and Supervisors</i>
Assessment Meetings	Last day of the month	Kendal Power Station, Specific conference room TBA	<i>Contractor, Services Manager and Supervisors</i>

- 1.1.2 Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.
- 1.1.3 All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 1.1.4 The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings etc.

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

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

### **1.1.9 The key persons**

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

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

## **1.2 Police clearance**

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

### **1.3 Supplier Development and Localisation Requirements**

#### **1.3.1 Recruitment of General Labour**

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

#### **1.3.2 Transporting of Staff**

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

#### **1.3.3 Small, Micro, Medium Enterprises**

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

#### **1.3.4 Supplier Development and Localisation Plan**

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

The *Contractor* is required

1. To provide a high level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
2. To provide an explanation and action plan for deviation from the proposed plan.

3. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
4. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
5. The Candidates for Skills Development would be sourced from local municipality first, then Mpumalanga, before the rest of RSA.
6. The candidates may be developed directly by the supplier, through the suppliers' own supply network or through the SETA accredited training providers.
7. Candidates are to be currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculates. These candidates shall also be representative of the population demographics of Mpumalanga province
8. The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

## **Documentation control**

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

The following policies, procedures and specifications will be complied by at all times:

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



## Invoicing and payment

- 1.3.10 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.
- 1.3.11 The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
- Name and address of the *Contractor* and the *Service Manager*;
  - The contract number and title;
  - Contractor's* VAT registration number;
  - The *Employer's* VAT registration number 4740101508;
  - Description of service provided for each item invoiced based on the Price List;
  - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required).
- 1.3.12 The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.
- 1.3.13 The invoices can be submitted using emails to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
- 1.3.14 To facilitate payment, the *Contractor* must ensure the following:
- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
  - All Electronic invoices must be sent in PDF format only.
  - Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
  - Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
  - For Foreign invoices, suppliers are still be required to physically deliver hard copies of original documents to the respective documentation management Centre even though you have e-mailed those invoices
  - A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
  - An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
  - The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
  - If there is Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
  - All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

- 1.3.15 Payment is made within 30 days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only.
- 1.3.16 If CPA is applicable, the *Service Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Service Manager* must confirm the escalation with the Financial Department before it may be implemented.
- 1.3.17 It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

### **Contract change management**

### **Contract change management**

- 1.3.18 Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.
- 1.3.19 After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

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

### **Management of work done by Task Order**

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

## **1.4 Supplier Development and Localisation Requirements**

### **1.4.1 Recruitment of General Labour**

- a) The Contractor recruits minimum of 60% of all new recruits, of general labour from feeder area, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the *Service Manager* on request
- b) In an event that new recruits are not from the defined feeder area, the contractor needs to provide proof that the feeder area could not provide such individual.

- c) The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.
- d) The contractor submits an updated monthly job statistics on the 1<sup>st</sup> day of each month, using the reporting template that is provided by the Service Manager.

#### 1.4.2 Transporting of Staff

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

#### 1.4.3 Small, Micro, Medium Enterprises

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

#### 1.4.4 Supplier Development and Localisation Plan

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

The *Contractor* is required the following:

- i. To provide a high level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
- ii. To provide an explanation and action plan for deviation from the proposed plan.
- iii. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
- iv. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
- v. The Candidates for Skills Development would be sourced from local municipality first, then Mpumalanga, before the rest of RSA.
- vi. The candidates may be developed directly by the supplier, through the suppliers' own supply network or through the SETA accredited training providers.
- vii. Candidates are to be currently unemployed or graduates from FET (Further Education and Training) colleges or matriculates. These candidates shall also be representative of the population demographics of Mpumalanga province

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

- i. Site Manager
- ii. Quality Officer
- iii. Safety Officer
- iv. Supervisors
- v. Yellow plant operators

#### 1.6 Constraints on how the *Contractor* Provides the Works

- i. The *Contractor* is expected to have Responsible Persons and authorised supervisors as per the Plant Safety Regulations on each shift and on day shift.
- ii. Spilled ash from conveyors or chutes cannot be loaded onto a running conveyor by hand using spades. Safety regulations must be adhered to and a permit to work will be required for such work, unless the *Contractor* possessed special equipment to load recovered ash onto a running conveyor that is approved by ESKOM for such utilisation.
- iii. Accumulation of ash over a period of time will not be regarded as a compensation event.

- iv. Cleaning of running conveyor belts is limited to activities that will not endanger the *Contractor's* employees in any way, e.g. no part of the body must come in close proximity of a running belt. Safety regulations must be adhered to and a permit to work will be required for more intrusive work, unless the *Contractor* possessed special equipment to perform cleaning activities onto a running conveyor that is approved by ESKOM for such utilisation.
- v. Contractor employees are not allowed to put his/her body inside vessels ,pipes ,confined spaces ,tube without a permit to work a proper risk assessment ,gas test, environment certificate and safe entry certificate ,signed workers register and under supervision of the supervisor.
- vi. The *Contractor* is further expected to liaise on a Daily basis with the operating *Contractor* to plan his work so as to optimize the availability of the plant.
- vii. The *Contractor* will have representation in the prioritisation meeting as well as in the safety meetings
- viii. The *Contractor* shall issue new respirator masks to his employees when it is no longer effective.
- ix. All PPE and masks must be SABS approved.
- x. The *Contractor* shall provide suitable facilities (e.g. lockers, containers for change rooms and dining facilities) for his employees.
- xi. Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

#### 1.6.1 Low performance damages

No.	Description	Employer's Requirement	Damages payable by Contractor
1	Approval of safety plan	Approval ASAP after contract award or <b>within 1 (one) week</b> of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	<b>R500.00 per day</b> without an approved safety file.
2	Approval of Quality Management System	<b>Within 6 (six) weeks</b> of contract start date.	<b>R500.00 per day</b> without an approved quality management system in place.
3	Authorisation of Supervisors as Responsible Person (RP) as per PSR.	<b>Within 6 (six) weeks</b> of contract start date <b>1 (one)</b> person per shift must be authorised as an RP for cleaning.	<b>R1,000.00 per incident</b> that an authorised RP is unavailable on a shift, leading to inability to clean.
4	Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must start within one hour.	<b>R500.00 per occurrence.</b>
5	Contract defect (NCR) raised 3 times in 6 weeks.	<i>Contractor</i> cleans as per the scope of work.	<b>R1, 000.00 per occurrence.</b>
6	Contravention of Environmental Regulations	<i>Contractor</i> co-ordinates activities directly with the Environmental Officer to ensure compliance.	<b>R1, 000.00 per occurrence.</b>
7	Uncompleted work linked to CM/PM/Statutory PM	Work linked to CM/PM/Statutory PM must be done and be completed as per the schedule	<b>R 1000,00 per occurrence</b>
8	Unclosed defected	Defected must be closed within required period as per the procedure	<b>R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect</b>
6	Contravention of	<i>Contractor</i> co-ordinates activities	<b>R1, 000.00 per occurrence.</b>

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

### 1.6.2, Risk Management Service

- i. Site establishment to consist of shifts. People must be managed in line of the BCEA.
- ii. Cleaning of ash chutes, SSC chutes, SSC flopper chutes, coarse ash conveyor chutes, transverse conveyor chutes, overland conveyor chutes and all ash chutes and launders on site to be cleaned and kept clean 24/7 on a shift basis.
- iii. Chute cleaners to man critical chutes 24/7. Regular rounds need to be made during each shift to check the conditions of all chutes and launders and ensure they stay clean.
- iv. Radio communication between the chute cleaners and the outside plant control room is of importance to ensure there are no unnecessary belt trips due to block chutes and spillages.
- v. All chute cleaners needs to be picked up and dropped off at the chutes during shift change over, no unmanned chutes are allowed.
- vi. Transport must be provided to the employees between home/work. Vehicles must comply with Eskom's requirements (safety belts etc.)
- vii. *Contractor* to provide necessary PPE and equipment, e.g. reflective clothing, radios for communication, gloves, dust masks, flash lights, cell phones etc.

### 1.6.3 Contractor's Skills and other Requirements

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

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

The *Contractor* will ensure the *Employer* can contact him at any time. The *Contractor's* supervisors on shift will carry two way radios to facilitate quick response, with Outside Plant Control room.

Two way radios are provided by the *Contractor*.

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

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

The *Contractor* provides the tools required to clean the chutes. The tools must be equipped with a device that prevents the tool from damaging the conveyor belts should the tool slips from the cleaner's hand.

### 1.6.4 Workflow Management

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

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

- i. GGM1490: Routine Work Management Manual
- ii. GGM1539: Leading Metrics Manual

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

## Health and safety, the environment and quality assurance

### Health and safety risk management

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

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

### **Eskom Life Saving Rules**

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

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

### **Reporting of Incidents**

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

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

### **Work Stoppages**

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

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

### **Vehicle and driver safety**

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

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

### **Vehicle Standard minimum specifications**

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

### **Hot Work**

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

### **Confined Spaces**

- 1.4.27 Confined Spaces are spaces such as Vessels, Mills, Culverts, Flues, Furnaces, Ducts, Pits, Sewers, Tunnels and Underground Chambers (Refer General Safety Regulation 5 of the OHS Act).
- 1.4.28 All work in confined spaces complies with the requirements of the OHS Act and the *Employer's* Plant Safety Regulations, 36-681.

### **Working at Heights**

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

### **Lifting and Rigging**

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

### **Environmental constraints and management**

- 1.4.31 Kendal Power Station is ISO 14001 2004 certified. The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:
- 1.4.32 Kendal Waste Management Procedure, 10241022 55-PC-010
- 1.4.33 Safety, Health & Environmental Specification for *Contractor's*, \*1015696
- 1.4.34 Emergency Preparedness and Response, 39-29
- 1.4.35 Eskom Smoking Policy, 32-1126.
- 1.4.36 Oil spill management procedure 10241022 55-PC-010
- 1.4.37 Environmental Legal Register (List of Environmental Legislation applicable to Kendal)
- 1.4.38 The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Kendal Power Station's EMS for the duration of this contract.
- 1.4.39 If there is uncertainty around any environmental issues, the Environmental Department at Kendal Power Station may be contacted.
- 1.4.40 All work complies with the relevant environmental regulations. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the *Contractor* in accordance with the applicable law.

### **Quality assurance requirements**

- 1.4.41 The *Contractor* performs all work according to ISO 9001. The *Contractor* complies with the Eskom's quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements including those listed in section 6, Plant and Materials standards and workmanship.
- 1.4.42 The *Contractor* ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.

### **Quality Requirements**



1.4.43 The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification

1.4.44 Quality requirements include visual inspection by the *Employer*, who will be entitled to witness progress of work at any time. The *Employer* shall also have the right to stop work and re-instruct the *Contractor*, who will comply with the requests.

1.4.45 The *Employer* may, by arrangement, inspect completed work. If, in opinion of the *Employer*, the work does not comply with the quality requirements expected from the *Contractor*, the *Employer* shall instruct the *Contractor* to rectify the faults. The *Contractor* will comply with the instructions.

## **QCP's, Safe Work Procedures and Job Observations**

**1.4.1 QCP's with action plans, safe work procedures and job observations shall be produced at the request of the *Employer*. QCP's must be signed and approved by quality controller / Cleaning Supervisor.**

## **1.5 Quality**

4.15.1 All Quality Control documentation must be submitted to the *Employer's* Representative for acceptance prior to any work commencing.

## Procurement

### People

#### Minimum requirements of people employed

- 1.5.1.1 Semi-skilled personnel are in possession of valid school senior certificate.
- 1.5.1.2 All project managers, site managers and project leaders must have undergone training specific to the type of contract that they manage (e.g. NEC3), managerial course (e.g. project management, etc.) from reputable institutions.
- 1.5.1.3 All Supervisors must be in possession of valid qualifications, and must have undergone supervisory training from a reputable institution.
- 1.5.1.4 The *Contractor* will provide trained personnel for the implementation of all work.
- 1.5.1.5 The *Contractor* remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- 1.5.1.6 In order to fully evaluate a tender, the *Contractor* is to submit an organogram, which is to include the relevant skills levels.
- 1.5.1.7 Qualifications of all staff to be submitted to the *Service Manger* two weeks prior to commencement of work and approval of qualifications of staff to be granted within one week of receipt of qualifications.
- 1.5.1.8 The *Contractor* submits requests to change any pre-approved staff together with proof of qualifications for approval prior to changing the staff.

### 1.5.1 Minimum requirements of people employed

#### Supervision

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

#### Key Competencies and Experience

- 1.5.1.3 Supervisors and Site Managers:
- a. Knowledge of PSR
  - b. Capability to read and interpret drawings
  - c. Ability to read and understand scopes of work
  - d. Maintain high cleaning standards despite pressing deadlines
  - e. Is alert in a high-risk environment and follows procedures
  - f. At least 2 years Supervisory experience
  - g. Power plant experience, preferably Eskom plant will be an advantage.
- 1.5.1.4 Semi-Skilled
- a. Ability to use/operate the required equipment/tools
  - b. Maintain high standards despite pressing deadlines.

#### BBBEE and preferencing scheme

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

#### Subcontracting

##### Preferred subcontractors

- 1.5.1.6 If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment was the *Contractor's*.
- 1.5.1.7 The *Contractor* supports local Small, Micro and Medium Enterprises (SMME) by purchasing equipment, tools and materials locally where such equipment, tools and materials are available.
- 1.5.1.8 All Subcontractors need to be approved by the *Service Manager* before the Subcontractor may be allocated work by the *Contractor* or be brought to the Site.
- 1.5.1.9 Subcontract documentation, and assessment of subcontract tenders

- 1.5.1.10 The *Contractor* must inform the *Service Manager* when intending to subcontract some of the works from the contract Scope of Work.
- 1.5.1.11 The *Contractor* may subcontract according to NEC contract or other types of contract.
- 1.5.1.12 The *Contractor* submits the proposed contract data for each Subcontractor for acceptance to the *Service Manager*.
- 1.5.1.13 The *Contractor* only employs competent Subcontractors.
- 1.5.1.14 The *Contractor* indicates on a list as shown below, the names of any Subcontractors (when known) whose services may be used to provide the works. The *Contractor* provides a short description of the work it is proposed to sub-contract to each, together with an approximate value of the work to be executed by each.
- 1.5.1.15 Where the Subcontractor is required to do physical work on Site, the *Contractor* provides details of the experiences of the mentioned Subcontractor as well as a list of references involving work of a similar nature.
- 1.5.1.16 Notwithstanding the inclusion of a Subcontractor name below, the *Contractor* obtains the written acceptance of the *Service Manager* prior to the employment of such Subcontractor.

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

### **Limitations on subcontracting**

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

### **Attendance on subcontractors**

- 1.5.1.21 It is the *Contractor's* responsibility to ensure that the Subcontractor(s) completes and supplies a daily Site diary, which includes details such as the labour resources available, starting time, ending time, equipment and materials used, weather conditions, interruptions etc.
- 1.5.1.22 The *Contractor* ensures that the diary is submitted by the Subcontractor to the *Service Manager* daily for checking, commenting and signing-off and a copy is supplied. If the daily diary is not signed off by each worker then a separate daily attendance register is supplied.

## **Plant and Materials**

### **Plant & Materials provided “free issue” by the *Employer***

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

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

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

## Working on the Affected Property

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

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

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

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

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

- a. After the contract start date and prior to the planned access date, the Contractor nominates and sends at least three (3) competent supervisors/assistant supervisors or other competent personnel to attend training at the *Employer's* premises to become a Responsible Person (RP) which is a requirement for the *Employer's* Plant Safety Regulations (PSR). Additionally, the *Contractor* may send other personnel to be trained as an Authorised Supervisor (AS) (shorter course). The *Contractor's* Site Manager may also attend one of the courses in order to become acquainted with PSR and get authorised, but this cost will be for the Contractor's own account. The *Contractor* Site Manager will not be allowed to act as an RP or AS during work execution due to other key activities to be performed away from the work areas.
- b. Upon getting plant access, the *Contractor* verifies that the respective plant area being worked on is completely drained (as far as practical), isolated, cleaned and is safe to work on by means of the issue and acceptance of a Permit to Work (PTW) by the *Contractor's* Responsible Person (RP) and that all workers are signed on to the RP's Worker's Register. The *Contractor's* RP assumes all full-time supervision duties or may elect to sign over supervision duties to the *Contractor's* Authorised Supervisor (AS) and both keep a Worker's Register.
- c. The *Contractor* sends the personnel to the first available course held for the duration indicated, in which the incumbents receive the theoretical training and write an exam for which 80% is required to pass.
- d. Additional time is required thereafter while on Site for plant orientation, practical training and an interview/question session at the Kendal PSR Committee before the persons may become authorised in writing. The theoretical training, plant orientation, practical training and the course is given by the *Employer*.

- e. The *Contractor* makes provision for all relevant costs including the training, accommodation, living-out expenses, meals and travelling for the three personnel for the theoretical and practical training components.
- f. If the *Contractor* personnel fail on the first attempt to pass the exam, the *Contractor* personnel will be allowed to write for a second attempt. All related cost for the second and possible following attempts to pass the examination will be at the cost of the *Contractor*.
- g. One RP or AS must be in full-time attendance to supervise the work on Site at all times and cannot be allowed to perform any other work while supervising others. Training at least three RP's and additional AS's ensures that the *Contractor* has sufficient supervisory staff although more personnel may be trained. If this supervision requirement is not met, the work must be stopped and the *Contractor's* delay will affect the programme, which may result in delay damages being claimed by the *Employer* if the completion date on the agreed programme is not met.
- h. All the necessary isolations will be made by the *Employer's* personnel prior to the commencement of the works to ensure that it is safe to work in and around the site. The *Contractor's* RP verifies on a daily basis that the PTW is in force and all workers sign onto the RP's workers register. When both RP and AS are used, the AS signs on the RP's workers register before all other workers sign onto the AS's workers register.

## People restrictions

- 1.5.4 The *Contractor* only uses established roads and walkways.
- 1.5.5 The *Contractor* does not cross any barricades except where access was granted by the *Service Manager*.

## Publicity and progress photographs

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

## Hours of work

- 1.5.8 Kendal Power Station working times are:
  - i. Mondays to Thursday 07:15 – 16:30
  - ii. Fridays 07:15 – 12:15
- 1.5.9 However, the *Contractor* is not limited to work within these times unless restrictions and/or interfaces with other parties necessitate such. The *Contractor* may apply to work alternate times and only upon approval by the *Service Manager*, while ensuring that a minimum of forty hours per week are worked.
- 1.5.10 The *Contractor* may work additional hours and over weekends by agreement with the *Service Manager*, more especially when the programme is behind schedule while ensuring that any overtime is managed according to legislation by the Department of Labour. Programmes submitted reflect the planned working hours. The *Contractor* notes that the *Employer* does not pay for overtime worked by the *Contractor* for this service.

## Health and safety facilities on the Affected Property

- 1.5.11 Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:
- a. Medical Centre 013 647 9391
  - b. Fire and rescue 013 647 9324
  - c. Electrical Operating Desk (EOD) 013 647 6796 (all hours).
- 1.5.12 The *Employer* is entitled however to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.
- 1.5.13 The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

## Environmental controls, fauna & flora

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

## Cooperating with and obtaining acceptance of Others

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

## Records of Contractor's Equipment

- 1.5.18 The *Contractor* provides all equipment, tools and special tools that are required to execute and complete the works.
- 1.5.19 The *Contractor's* equipment does not impair the *Employer's* operations or access to the plant.
- 1.5.20 The *Contractor* provides all or any temporary or expendable materials required for the storage of material.
- 1.5.21 The *Contractor* declares all materials, equipment and tools via a prepared, pre-printed list upon arrival at the main security entrance, where a removal permit is be issued by Security personnel.
- 1.5.22 The *Contractor* keeps a list of inventory of their equipment on Site. A copy of the list of inventory shall be supplied to the *Service Manager*.
- 1.5.23 Proof of Site entrance (approved list or permit) needs to be provided before equipment can be removed from Site.
- 1.5.24 The *Contractor* keeps these records. If the records are lost, the *Employer* does not have the responsibility to issue a gate release permit and the *Contractor* might have to leave the equipment behind on Site.



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

## **Equipment provided by the Employer**

### **Scaffolding;**

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

## **Site services and facilities**

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

#### **1.5.32.1 Site Yard**

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

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

#### 1.5.32.2 Site Yard

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

#### 1.5.32.3 Water

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

#### 1.5.32.4 Roads

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

#### 1.5.32.5 Ablution Facilities

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

#### 1.5.32.6 Take Away Meals

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

#### Provided by the *Contractor*

#### 1.5.32.7 Contractor's Yard, Offices, Workshops and Stores

- a. The *Contractor* conducts site establishment once of for the entire service at the identified *Contractor's* yard on site. The yard is located approximately one kilometre from the Water Pre-Treatment Plant and is approximately (72 m x 20 m) of land where vegetation has been cut or cleared and topsoil removed, some levelling and surface compaction done. The *Contractor* erects a site yard of approximately 480 m<sup>2</sup> and uses it for site establishment.
- b. Containers for dressing rooms, office and dining
- c. Storage for tools, equipment and consumables
- d. Portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

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

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

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

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

Everything else necessary for providing the Service.

#### 1.5.32.8 Telecommunications

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

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

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

List of drawings

### Drawings issued by the *Employer*

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

Drawing number	Revision	Title
0.64/12173	Rev 6Z	Fly Ash
0.64/36686		Kendal Overview Map
0.64_13324_ 0.64_36780	& Rev 5 & 3	Course ash
0.64_12387_SHT_2	Rev 2	Conditioning layout