

Cooling Water and Potable water clarifier cleaning services for five years



NEC3 Term Service Contract (TSC3)

Between Eskom Holdings SOC Ltd.
(Reg no. 2002/015527/30; VAT No. 4740101508)

and

**for Cooling Water and Potable water clarifier cleaning
services for five years**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Service Information

CONTRACT No.

Cooling Water and Potable water clarifier cleaning services for five years

PART C1: AGREEMENTS & CONTRACT DATA

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

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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:

Cooling Water and Potable water clarifier cleaning services for five years

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Cooling Water and Potable water clarifier cleaning services for five years**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
employer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	None	N/A

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

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

	For the Tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness		
Date		

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
		All Z clauses are applicable
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 803 3008
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Cecil Mngqibisa
	Address	Duvha Power Station, Off Bethal Road, eMalahleni, Mpumalanga
	Tel	+27 13 690 0217

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

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Fax

N/A

e-mail

mngqibcl@eskom.co.za

11.2(2)	The Affected Property is	Duvha Power Station
11.2(13)	The <i>service</i> is	Cooling Water and Potable water clarifier cleaning services
11.2(14)	The following matters will be included in the Risk Register	All risk will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the parties
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
11.2(17)	The <i>Site Service Manager</i>	Replace the <i>Service Manager's</i> functions for a particular site for all issues related to this contract
12.2	The <i>law of the contract</i> is the law of	Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days.
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1st week of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	01 March 2027 or as soon as possible thereafter
30.1	The <i>service period</i> is	Five (5) Years
4	Testing and defects	4 weeks.
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be done as per the task order completion.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days after receipt of Contractors correct Invoice
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

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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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	It is a change in law, follow compensation event process as per the NEC
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Use of untrained personnel. 1. Environmental pollution caused by spillage of waste to the environment. Spillages during transportation. 2. Budget exhaustion and late invoices. 3. Exceeding speed limit and use of faulty and inappropriate vehicles. 4. Penalties and termination of contract, pre compliance notices. 5. Mixing of waste and illegal dumping. 6. Injuries and exposure to skin, toxic, corrosive and flammable Strike or riots.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employers Asset All Risk Insurance Policy available on request from

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		Eskom Group Insurance
83.1	The <i>Contractor</i> provides these additional insurances:	
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 payable in terms of the event described in the Employer's Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	The total Contract Value
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).and, or as per the laws of the Country in which the <i>Contractor's</i> employees are domiciled.
9	Termination	Termination will be dealt with as per NEC3 TSC termination clauses
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices and programme for the <i>service</i> as defined on the <i>task order</i> at intervals no longer than	Monthly or as Stated in the task order. Programme to be supplied in Primavera Format. The level of the programme to be agreed with the <i>Site Service Manager</i>
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person nominated 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 and appointed on agreement by both Parties. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the ICE-SA Division.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil

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		Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.																		
W1.4(2)	The <i>tribunal</i> is:	Arbitration																		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																		
	The place where arbitration is to be held is	South Africa																		
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is																			
12	Data for secondary Option clauses																			
X1	Price adjustment for inflation																			
X1.1	The <i>base date</i> for indices is	The prices as per the price list will be fixed & firm for the 1st year of the contract. Escalation will apply on the anniversary of the contract A "fixed" portion is included in the CPA formula as per the table below. (15%)																		
	The proportions used to calculate the Price Adjustment Factor are:	<table><tr><td>Proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td></td><td>Actual Labour Cost</td><td>SEIFSA Table C-3(a)</td></tr><tr><td></td><td>Transport</td><td>SEIFSA Table L-1(a)</td></tr><tr><td></td><td>P&G's</td><td>SEIFSA Table D-3</td></tr><tr><td></td><td>non-adjustable</td><td></td></tr><tr><td>100%</td><td></td><td></td></tr></table>	Proportion	linked to index for	Index prepared by		Actual Labour Cost	SEIFSA Table C-3(a)		Transport	SEIFSA Table L-1(a)		P&G's	SEIFSA Table D-3		non-adjustable		100%		
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	P&G's	SEIFSA Table D-3																		
	non-adjustable																			
100%																				
X2	Changes in the law	As per the terms and conditions on X2.1 of NEC3 TSC.																		
X17.1	Low service damages																			

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	The service level table is in	Service level table	
		Description	Penalty
		Plant rework	R nil/overtime
		Poor workmanship	Contractor to carry corrective cost
		Non-Compliance to SOW schedule	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.
X18	Limitation of liability	Rework	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R100 000.00 (one hundred thousand rands)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance.	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance	
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	The total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and	

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		specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the <i>service period</i>.
X19	Task Order	Service task order as and when required.
X19.3	Delay damages	N/A
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Site Service Manager</i>	
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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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.

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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.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

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

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

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z12 Warrantee:

- Z12.1 The warrantee period is 12 months after completion of each task order
- Z12.2 The Defects correction period is the period during which the *Contractor* undertakes to repair the Defect. The period for repair of a Defect shall be determined by the nature of the Defect and shall be such period as is reasonable in the circumstances
- Z12.3 The defective Service will be inspected by both the *Service Manager* and *Contractor* and a decision made as to how the defective services are to be corrected. Any decision made will be agreed in writing.

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Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/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)

Cooling Water and Potable water clarifier cleaning services for five years

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 _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

Cooling Water and Potable water clarifier cleaning services for five years

C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

Cooling Water and Potable water clarifier cleaning services for five years

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>	[•]

Cooling Water and Potable water clarifier cleaning services for five years

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 - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract re-measurable 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, where re-measurable means reviewing and applying the actual quantities and prices utilized on the task order

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.

Cooling Water and Potable water clarifier cleaning services for five years

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;

Format of the *price list*

Refer to Clause C2.2

Cooling Water and Potable water clarifier cleaning services for five years

C2.2 the *price list*

Part 1:

Item	Description	No	UOM	Qty/Month	(Qty/Year)	Qty/5years	Rate	Total Cost/5years
	Fixed related items							
1	Site establishment	1	lot	1	1	1		
2	Site de-establishment	1	lot	1	1	1		
3	Contractual requirements (She files)	1	lot	1	1	1		
5	Medicals (In, Out and inductions)	8	No	1	1	1		
6	Required site PPE	8	No	0	16	80		

Item	Description	No	UOM	Qty/Month	(Qty/Year)	Qty/5years	Rate	Total Cost/5years
	Time related items online cleaning (normal working days)							
1	Site Supervisor	1	Hrs	128	1536	7680		
2	Semi-skilled	2	Hrs	128	1536	7680		
3	General workers	4	Hrs	128	1536	7680		
4	Safety officers	1	Hrs	128	1536	7680		
	Time related items offline cleaning (normal working hrs)							
6	Site Supervisor	1	Hrs		896	4460		
7	Semi-skilled	2	Hrs		896	4460		
8	General workers	4	Hrs		896	4460		
9	Safety officers	1	Hrs		896	4460		

Cooling Water and Potable water clarifier cleaning services for five years

Item	Description	No	UOM	Qty/Month	(Qty/Year)	Qty/5years	Rate	Total Cost/5years
	Tools and Equipment							
1	Industrial High water pressure washer	1	Hrs	128	2432	12160		
3	Heavy duty sludge pump	1	Hrs	128	2432	12160		
4	Site Transport (15 seaters)	1	monthly	1	12	60		

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

2 Description of the service

2.1 Executive overview

The cleaning scope of work for the clarifier is divided into two sections: -

- Online cleaning
- Offline clarifier cleaning.

The purpose of the Online clarifier cleaning is aimed at cleaning the peripheral and radial launder and outer launder to recarb cleaning only by removing all types of deposits from the structure
In cleaning the clarifier without draining it is aimed at preventing the carryover of debris to the systems of production.

2.2 Employer's requirements for the service.

Online clarifier cleaning

The purpose of the Online clarifier cleaning is aimed at cleaning the peripheral and radial launders only by removing all types of deposits from the structure.

The frequency for the clarifier cleaning online is projected to take place once in two months throughout the period of the contract. (This cleaning task is limited to clarifiers that are in service (Total number of big clarifiers is six and two small clarifiers)

The cleaning is done without draining the clarifier but closing/isolating the supply water inlet valve of the clarifier and opening the sluice gate leading to the cooling towers.

The duration permissible for cleaning the launder for potable/demineralized water clarifier is limited to four hours per day due to production demand, whereby all radial launders and peripheral launder are to be completed within eight hours in total that is in two consecutive days.

The method of cleaning the launders, shall be the use of high-pressured water system and the appropriate algae growth/deposits removal equipment that is not destructive to the material of construction of the launder.

The moving bridge of the clarifier shall be used as a platform to reach and clean radial launders.

The safety harness shall be used to hook onto the moving bridge while standing on the walking bridge platform.

Wearing of the appropriate PPE as identified on task risk assessment shall be complied with while cleaning the radial launders.

Offline cleaning of the whole clarifier

The purpose of the offline clarifier cleaning is aimed at cleaning all water touch base material of construction such that the corrosion and structural damages of the clarifier can be easily identified when inspection takes place on the components stated below: -

- Peripheral and radial launders

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- Clarifier mixing zone on top and underneath the center cone plus impellers
- Clarifier Inlet pipe
- Concrete walls of the clarifier
-
- Clarifier pockets and associated pipelines
- Outlet launder to the re-carbonizing area
- Re-carbonizing area

The duration permissible for cleaning the big clarifier is limited 14 days and the small clarifier is eight days. After the permit to work is issued, the contractor is to drain the clarifier using the blow down drain valve. A pumping mechanism shall apply when water level is low, and the settled sludge content is visible. A secured and reliable stepping mechanism approved by Eskom shall be used to gain access at the floor of the clarifier

The method of cleaning the clarifier shall be determined by the contractor and approved by Eskom. The equipment used shall be such that it is not destructive to the material of construction of the clarifier. Upon completing clarifier cleaning both Eskom personnel and the contractor will conduct quality inspection and thereafter Eskom signs off for task completion.

HOUSE KEEPING

After cleaning of the clarifier, all debris removed from shall be removed and deposited off at the ash dumping site about 5 km from the power station.

Hazards

Drowning

Chemical and biological hazards

Slippery launder surface

Working at heights

Windy conditions

Confined space

Schematic drawing of the sludge blanket clarifier

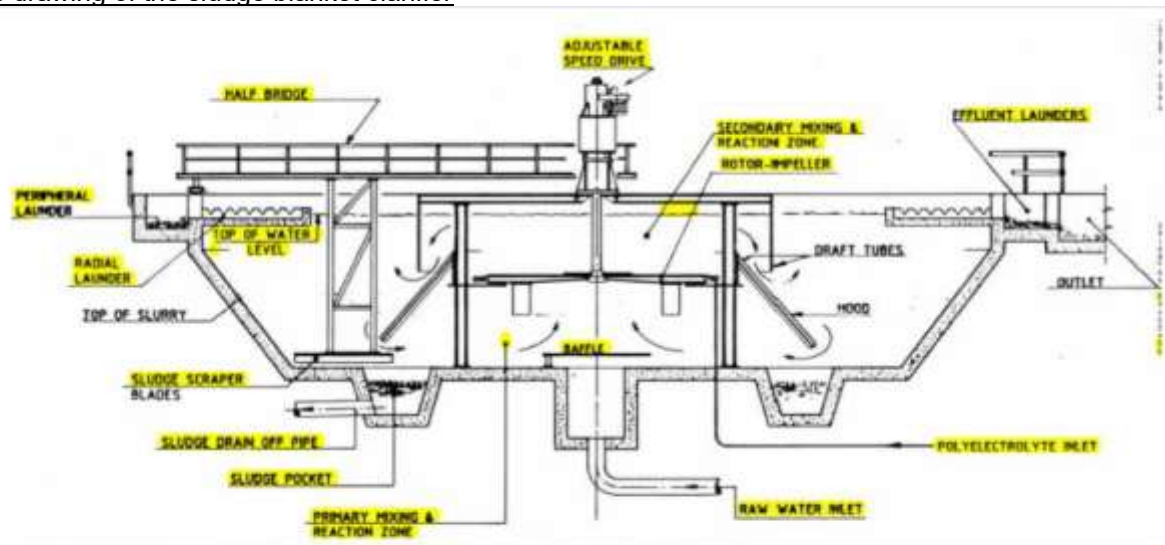


Figure 1: Typical schematic of a sludge blanket type clarifier

Dimensions for big clarifier

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Item	Quantity	Size (meters)
Radial Launderers	24 units	6.0 m long x 0.5 m wide
Peripheral Launderers	1 (circumference)	142 m (1 meter deep)
Clarifier diameter	1	45 m
Clarifier inlet pipe	1	800 NB and 75 m long
Clarifier pockets	4	Area = 2 m ² Depth = 1.0 m
Blow down pits with pipes from clarifier pockets	2	
Clarifier outlet launder to re-carbonizing area	1	120 m long 2.5 m wide 1.0 m deep
Clarifier capacity	1	9.5 Mega liter 8 meters deep
Re-carbonizing area	2	Area = 8 m ² Depth = 1.0 m

2.3 Employer's requirements for the service

Monthly assessments for payment

- KPI shall be derived from the scope of work whereby the contractor will sign in agreement
- Monthly payments to the supplier will be influenced by the scoring in the KPI performance contract

Requirements and responsibilities of the service provider:

- The supplier is to provide all working tools/equipment to carry the task.
- **The supplier must provide a potable platform for cooling water chemical storage which have a deep tray underneath to contain any spillage**
- The contracted supplier should also have trained personnel to handle hazardous environment/condition associated with waters conditioned with lime or sulphuric acid while executing their task.

Constraints on how the Contractor Provides Works

Cooling Water and Potable water clarifier cleaning services for five years

- Time constraints or delays in terms of plant availability can be expected, due to operating production requirements. These delays will be communicated to the contractor by the contract manager or employer's representative.
-
- Work will be performed in a dusty and noisy environment, on high platforms, confined spaces and in open environment.

Services and Equipment

- Free electricity and water will be supplied by Eskom Holdings Limited. The Employer will provide 220V and 380V existing socket points for use by the Contractor.

1. Management of work done by Task Order

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the Works. The Task Order is issued before the *Contractor* Provides the Work.

The *Service Manager* issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.

The *Service Manager* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

3 Management strategy and start up.

3.1 The *Contractor's* plan for the service

The *Employer* requires planning in formal writing from the *Contractor* for each activity., Any activity that takes longer than one normal shift must be planned in detail. The planning must be available and agreed to by both parties.

The *Contractor* implements a planning system for detail project/activity planning. A weekly progress report to be sent by the *Contractor* to the *Employer* via email. The *Contractor* obtains the *Service Manager's* acceptance for the system.

The *Employer* has existing databases and planning systems; the *Contractor* may in conjunction with the *Employer* liaise with the *Employer* to acquire information about the system.

3.2 Management meetings.

The Employer - Eskom is applying a workflow management system, and the *Contractor* will be expected to attend meetings and provide feedback and maintenance plans as required. Below regular meetings of a general nature will be convened and chaired by the relevant people for the

duration of the contract. The *Contractor* to note the importance and seriousness of these meetings are compulsory and all the mentioned people to attend them.

Meetings

All meetings will be chaired and co-ordinated by the relevant people. Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the *Service Manager* by the person conveying the meeting within five (05) working days after the meeting.

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 (05) days of the meeting. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions. Records of these meetings shall be submitted to the Department that requested the meeting and copy the *Service Manager* by the person convening the meeting within five days of the meeting. ANY OTHER MEETING THAT IS NOT SPECIFIED ABOVE, THE CONTRACTOR TO INFORM THE EMPLOYER AT LEAST ONE (01) DAY BEFORE THE SITTING OF THE MEETING.

3.3 Contractor's management, supervision and key people

An organogram to be supplied by the contractor depicting resources for the following functions:

- Competent *Site Manager, Site Supervisors, Site Safety Officer, Site Operators* and *Site Drivers* with all the skills as in point 1.3 of the service information.
- Staff needed for the day-to-day operation of machinery such as generators pumps and any other equipment needed. These people need to be trained and competent. Certificates supplied by *contractor*.
- General labourers to carry out other duties such as manning the fire hoses etc.

3.4 Contractor's management, supervision and key people.

The *Contractor* shall supply the contract organogram of all names and surnames, addresses, contact details, at least 02 next of kin names, surname & cell number, lines of authority and roles of all employees involved in the contract. Should there be any changes, the *Contractor* to submit changes to the *Service Manager* within 07 working days after changes have been made.

The *Contractor* will be required to ensure the following throughout the contract:

- That he provides constant services in all areas where work is being performed.
- The *Employer's Rep.* must approve in writing any change to staff structure including names and after such approval, the *Contractor* shall submit an updated staff structure to the *Service Manager*.
- ***The Contractor Employees to be visible on the plant at all times to ensure work is carried out safely and according to the requirements of the works information.***
- The *Contractor* ensures that before any work is carried out does the necessary risk assessments and informs his staff of what is to be done and ensures the work can be carried out safely.
- It is the responsibility of *Contractor's Site Manager* to always inform the *Service Manager* when he or she plans to be off-site for any reason in writing via email or cell-phone small message service - SMS (in cases of any type of leave, leave forms thereafter to be signed and approved by the *Service Manager* depending on the type of absence from site).

- The *Contractor* ensures that his staffs is always available and visible in the plant to deliver their daily activities services as per the people restrictions, hours of work, conduct and records in section 5.2.

3.5 Documentation control.

All correspondence between the *Contractor Owner*, the *Service Manager* and the *Site Manager* will be done in writing following these rules.

- All work planning, letters etc. bears the sender's signature.
- **All letters to have a valid company logo or letter head.**
- Letters follows the numbering scheme described in point 9.
- Correspondence sent via E-mail:
 - Call for service requests will be done via email or portable phone communication as it will be an everyday thing, the won't be a need for writing a letter.
- **Sender:** The letter is saved in PDF format and sent as an attachment to the receiver.
 - The email Subject field contains only the doc reference number as described in point 9.
 - The e-mail body may contain informal text but is not contractually binding.
- **Receiver:** The receiver replies to the e-mail or portable phone communication received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the letter in PDF format. In his reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt". This acknowledgement of receipt is contractually binding and serves as proof that the letter was delivered to the receiver's address (Core Clause 13.2).

When a reply to a letter is required, e.g. "Acceptance of documentation" the receiver now becomes the sender and the procedure under for 3 a. and b. is followed with the receiver writing a new letter with a new reference number as described under point 9.
- Correspondence delivered by hand:
 - **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.
 - **Receiver:** The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender.
- Correspondence by fax:
 - **Sender:** The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax.
 - **Receiver** - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.
- Correspondence via messaging small message service - WhatsApp or SMS. will be accepted.
 - **Sender:** The *Site Manager* sends a messaging small message service before 08h00 to the *Service Manager* informing him or her leave to be taken.
 - **Receiver:** The *Service Manager* responds back to the *Site Manager* via the messaging small message service.

No other forms of correspondence are acceptable, nor will it be deemed contractually binding.

All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.

- Correspondence numbering scheme
 - *Service Manager* - The numbering of all formal correspondence from the *Service Manager* or *Site Supervisor* or *Site Administrator* starts with a prefix ACH-E followed by the correspondence number 0001, 0002 etc. Example: IC -E-0001.

- *Contractor* - The numbering of all formal correspondence from the *Contractor* starts with a prefix CH-
C followed by the correspondence number 0001, 0002.....etc. Example: IC-C-0001.

3.6 Provision of bonds and guarantees

N/A

3.7 Invoicing and payment

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

The *Contractor* shall address the tax invoice to Finance Department, Duvha Power Station Finance department and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number, order 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;

Payment will be based on services rendered as in the pricing list.

The *Contractor* supplies an invoice on the agreed format with details as above to financial accounting. Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 45 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections. All outsourced invoices must show the *Contractor's* order numbers. The assessment must show all the lines as loaded on the SAP system. The *Contractor* keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the *conditions of Contract*. The *Contractor* supplies copies with each assessment.

For any outsourced scope of work the *Contractor* provides motivation to the *Service Manager* for acceptance prior to commencement of work.

3.8 Contract change management

N/A

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

N/A

3.10 Insurance provided by the *Employer*

N/A

3.11 Training workshops and technology transfer

N/A

3.12 Design and supply of Equipment

N/A

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

3.13.1 Equipment

N/A

3.13.2 Information and other things

All documentation supplied by the *employer* as well as all documentation filed by the *contractor* such as time sheets, legal documentation, removal certificates, safety documentation(toolbox talks) and disposal certificates where used, must be submitted to the *Services Manager* at the end of each works.

3.14 Management of work done by Task Order

All additional work requested by the *Service Manager* will be done by issuing a task order. This may include emergency work as well as hiring of equipment. The Contractor needs to supply the *Service Manager* with the contents of the Task order. This must include the description of the work, price list as well completion date. After consultation the Service Manager will issue the task order.

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

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

3.1.1 SAFETY:

- The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.
- The *Contractor* complies with the *Employers* Plant Safety Regulations.
- The *Contractor* complies with the Safety, Health & Environmental Procedure for *Contractors* SPSER003.

3.1.2 Safety Plan

The *Contractor* maintains a safety plan in accordance with the OHSAct.

The *Contractor* provides safety statistical information on a weekly basis to the *Service Manager*, every Wednesday. Details of the reporting format and information required are obtained from the *Service Manager*.

3.1.3 Standard Isolation Procedure

The *Contractor* designs a standard isolation procedure for the use of his workforce which will be submitted to and accepted by the *Service Manager* 01 week before the *possession date* of the Plant. This will serve as a training and reference guide. The purpose is to impress upon his workforce the importance of safety in preventing injury to personnel or damage to plant. The safe

start up and shut down sequences and step-by-step isolation sequence must be listed in the procedure, in-line with the *Employer's* Plant Safety Regulations and requirements.

3.1.4 Permit-to Work Arrangements

The *Contractor* operates under the Permit-to-Work system with lock-out facilities in accordance with the *Employer's* Plant Safety Regulations where needed.

3.1.5 Safety System

The *Contractor* will operate and maintain the prescribed safety system by the *Employer*. There will be a 'as-and-when required' compliance SHE audit done by the *Employer's* Safety Risk Department.

3.1.6 Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear the relevant branded personal protective equipment as required for each task. Only SABS approved safety equipment is allowed to be used as in the pricing list.

3.1.7 Plant Safety Regulations of the *Employer*

- The *Contractor* shall conform to the *Employers* Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
- The *Employer's Rep.* will apply for permit for the cleaning operation.
- The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations and Operating Regulations for High Voltage Systems to the *Contractor*.

3.1.8 Health and Safety Arrangements

- The *Contractor* must ensure that all his personnel attend the *Employers* Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department. Arrangements are to be made with Safety Risk Management through the *Service Manager* by the *Contractor*.
- Where new staff members join the contractors crew they need to attend the induction course and the safety file updated accordingly before they start work.
- The *Contractor* shall comply with the guidelines set out in the *Employers* Safety Manual. The sheet on the first page must be completed by the *Contractor* and submitted to the *Service Manager* before starting any work. This sheet will be valid for the duration of the contract.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and equipment comply with the *Employers* minimum safety requirements.
- The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

3.1.9 Fire Precautions

- Any tampering with the *Employer's* fire equipment is strictly forbidden.
- All access to electrical distribution boards must be kept free of obstruction and not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.
- In case of fire, the *Contractor* reports the location and extent of the fire to the *Employers* Electrical Operating Desk at extension 5222.
- The *Contractor* takes the necessary action to safeguard the area to prevent risk to plant and personnel and the spreading of the fire.
- The *Contractor* takes the necessary action to prevent any veld fires from starting.

3.1.10 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Employer's rep.* must be informed immediately of any medical or disabling injury and within 24 hours of any first aid treatments. Any damage to plant and equipment with risks to production must be reported to the *Service Manager* immediately. Any damage to plant and equipment with no risks to production must be reported to the *Service Manager* within 24 hours.

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

3.1.11 Occupational Health and Safety Act 85 of 1993 – SECTION 37

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

- The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.
- The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.
- The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* shall appoint a person who liaises with the *Employers* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:
 - Supply the *Employers Safety Officer* with copies of minutes of all Health and Safety Committee meetings, whenever required.
 - Supply the *Employers Safety Officer* with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employers Safety Officer* of any changes thereto.
- The *Employer* may, at any stage during the duration of this contract:
 - Perform safety audits at the *Contractor's* premises, its workplace and its employees;
 - Refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
 - Issue the *Contractor* with a stop work order or a compliance order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act and all Regulations made there under as well as the entire *Employer's* Safety and Operating Procedures.
- Any stop work order resulting from the stipulations of the above going clause is not a compensation event. Furthermore, no reasonable amendments to the act or the Regulations or to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

3.1.12 Radiation protection

N/A.

3.1.13 Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with the safety data sheet with sufficient information to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the *Contractor* to request the supplier to supply the information for all hazardous chemicals to be used for the *works*. If the information is not available, the items are not be allowed on site. All the hazardous chemical substances must be on register in the store with the relevant safety data sheets. This applies to items supplied by the *Employer* as well.

3.1.14 Environmental management

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

3.1.15 Housekeeping

The *Contractor's* equipment does not impair the operation of the plant or access to the plant.

4.2 Environmental constraints and management

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

- Environmental regulations to be strictly adhered to as well as Arnot policies and procedures.
- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 6.1 of the Operating and Maintenance manual.
- 3.2.1 To protect the *Employer's* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.
- The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides ("weed killer").
- Environmental criteria and constraints as listed below:

Environmenta l Impact	Safeguards & Actions
Noise Pollution	All care and due diligence will be taken to prevent or minimise noise impacts on the community.
Water Pollution	All care and due diligence will be taken to minimise or prevent pollutant material such as oil and fuel, entering waterways and subsurface water.
	All pumped slurry must be controlled, and any leakage should be fixed at once. Rehabilitation of effected areas required.
	Material, fuel and oil, will be stored in an impervious bunded area.

Soil Disturbance and Erosion	Erosion and sediment control measures will be implemented and maintained to prevent sediment moving off site and sediment laded water entering the water course or any drainage lines.
	Disturbed areas that have potential to cause erosion will be stabilised and/or re-vegetated. Care must be taken to fix leaks at once to prevent erosion of dam walls.
	Prevent sediment and/or mud from being tracked onto road.
Flora & Fauna Disturbance	Where vegetation is removed, stockpile sites will be managed to prevent impacts.
	All removed vegetation to be disposed of correctly and quantified.
Air Pollution	All care and due diligence will be taken to minimise or prevent air pollution.
	Any vehicle transporting waste or other materials that may produce odours or dust must be covered during transportation.
Community Consultation	Community notification will be undertaken when works are likely to cause dust or offensive noise to impact on the public and nearby residents.
	Community notification will be undertaken before works are scheduled to commence outside normal working hours.
Visual Impact	Stockpiles should not be stored at a height that has the potential to cause visual impact.
Waste Management	Stockpiles and waste material will not be left on site.
	All material stockpiled that will not be reused or recycled will be disposed of in an appropriate manner such as a licensed landfill. All disposal certificates to be filed and presented to the <i>Employer</i> on request.
	The work site will be left and kept tidy.

3.2.2 LAND MANAGEMENT

3.2.2.1 Veld fires

The *Contractor* takes all precautions to prevent fires. A veld fire management plan, reporting etc., is submitted to the *Service Manager* 2 weeks after the Contract Date for acceptance.

3.2.3 Relevant Legislation

The following is a list of some of the relevant legislation and other environmental documents at the time of the compilation of this document:

- **South African Acts:**

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

- **Subsequent amendments to any of the above Acts are also implied.**

ii) Eskom Policies and Procedures:

- ESKPBAAD6 Environmental Management Policy
- ESKPBAAA9 Environmental Impact Assessment

- ESKPVAAL7 Environmental Impact Assessment
- ESKPBAAA3 Air Quality Management Policy
- ESKPBAAD4 Herbicide Management
- ESKASAALO The Safe Use of Pesticides and Herbicides
- ESKPBAAA8 Energy and Environmental Policy and Strategy
- ESKPBAAAC4 Waste Management Policy and Strategy
- ESKPBAAA6 Coal Utilization
- GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
- ESKADAAJ4 Water Management Policy
- ESKADAAJ5 Waste Management Policy
- ESKADAAP7 Investigation of Major Incidents
- GGS0350 Generation Fire Risk Management

4.3 Quality assurance requirements

Quality management shall comply with the Employers standard GGS0462 –Quality requirements for engineering and construction works and ISO 9001.

The *Contractor* will be required to have the necessary Quality Control Plans with the work Packages for each job activity pertaining to this Scope of Supply.

Quality Assurance will be monitored by the *Employer's* representative and feedback to be given weekly at the meeting.

5 Procurement

5.1.1 Minimum requirements of people employed

All people used for the service will be properly trained and authorised according to their positions. The *Service Manager* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

4.1.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned (BWO) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

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

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

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

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

5.2 People

5.2.1 Minimum requirements of people employed

Cooling Water and Potable water clarifier cleaning services for five years

All people used for the service will be properly trained and authorised according to their positions. The *Service Manager* or *Employer's rep.* will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

5.2.2 BBBEE and preferencing scheme

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

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[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

5.3 Subcontracting

5.3.1 Preferred subcontractors

Preference whenever possible on all subcontracting work shall be allocated to BWO's, SMM's and BEE's. The *Employers* definitions for these categories of companies apply.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* submits a detailed list and proposed contract data of subcontractors to be used, including labour hire and closed corporations with their tender for approval.

If new sub-*Contractors* are going to be used during the contract duration their details need to be supplied to the *Service manager* for approval before they are used.

4.2.3 Limitations on subcontracting

The utilisation of labour and sub-contractors of the local community is recommended.

4.2.4 The *Employers* subcontractors

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Subcontractors may change from time to time due to their agreements with the *Employer*. The number of subcontractors might also increase or decrease from time to time.

Cooling Water and Potable water clarifier cleaning services for five years

5.3.2 Subcontract documentation, and assessment of subcontract tenders

The utilisation of labour and sub-contractors of the local community is recommended.

5.3.3 Limitations on subcontracting

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the *Contractor* and the *Employer*.

Subcontractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

5.4 Plant and Materials

5.4.1 Specifications

The integrity of all the services offered by the *Contractor* must not be affected.

5.4.2 Correction of defects

Where the integrity was affected and damage is evident caused by the Contractor, the Contractor will be liable and held responsible for the repairs to the Employer's satisfaction.

5.4.3 Contractor's procurement of Plant and Materials

All plant and materials required by the *Contractor* to be supplied by the *Contractor*

5.4.4 Tests and inspections before delivery

N/A

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

The *Employer* does not supply anything for the works.

6 Working on the Affected Property

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

- The *Contractor* applies for access permits (*Contractor's Permit*) to the *Employer's Rep*. The *Contractor's* personnel shall be required to be in the possession of a *Contractor Permit* at all times.
- All *Contractor* personnel shall be issued with a access permit card - *Contractor Permit* card which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site during or after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 48 hours prior to entering the Security area. This list must be

delivered to the *Service Manager*. The list identified with the *Contractor's* name, is to contain the following information:

- Employee Name.
- Employee ID Number.
- Eskom Safety Co-ordinators signature.
- Eskom Service Manager's signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form appended to the *Contractor's* Safety Manual.
- To speed up the process of gaining access to the Site, the *Contractor* must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special tool and equipment list form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site during or after completion of the works. Any item on site without this approved list will be deemed to belong to the *Employer*.
- The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the *Contractor's* site manager and approved by the *Employer*, one day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles will be allowed on Site. The *Contractor* provides vehicle application to the *Service Manager* for acceptance.
- The *Contractor* will be limited to the *working areas* associated with the *works*. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly prohibited, except for loading proposes.
- No recruiting of casual labour may be done on Eskom premises, including the area outside the security gates.

6.2 People restrictions, hours of work, conduct and records

5.2.1 Normal Working hours:

The *Contractor* will follow Duvha Power Station's working hours where working conditions must comply with the labour laws. The *Contractor* ensures stringent record keeping of all persons on site, sick and on leave and only hours worked will be paid.

5.2.2 Standby Requirements - unplanned overtime:

This Contract will require staff to be available after normal working hours -unplanned overtime. The *Contractor* will be required to have a standby team available throughout the term of the contract on a weekly basis (52 weeks per year) depending on the work to be performed.

The duration per call can be calculated on an 08 hour basis and 08 call outs per month; however the durations and frequency will vary depending on the work required to be done. The *Contractor* takes note that the callout will depend on the nature of work and it may not require all people at the same time and hours worked will be booked per call.

- OR will notify the *Contractor* of any emergency/call out
- *Contractor* will respond to SOR within 01 hour.

- *Contractor* employees should request to see the defect on arrival at SOR.
- *Contractor* employees to get instructions from SOR and sign in on the call out register
- After the work is completed, *Contractor* employees should go back to SOR to sign out on the call out register.
- The *Contractor* is obliged to perform duties as outlined in this contract at all times, including overtimes and call outs.
- Signed call out registers, together with the defect to be submitted to the *Service Manager* on the following day after the call out was done.
- The call outs registers to be signed by the Shift Manager/Unit Shift Supervisor, Outside Plant Foreman and the *Contractor* Site Supervisor/Site Manager.
- No unsigned call out registers will be accepted by the *Service Manager*.

5.2.3 Planned Overtime requirements:

N/A.

6.3 Health and safety facilities on the Affected Property

The *Employer* does have a medical centre on site with an ambulance service and trained medical personnel in case of emergencies.

Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

Note

Intoxicating substances:

No alcohol will be allowed on site. Any person found in possession or under the influence (more than 0 as Arnot 's standard is zero tolerance) of any intoxicating substance will be removed by the Contractor.

6.4 Environmental controls, fauna & flora

The *Contractor* adheres to all Environmental legislation.

6.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will have to interface with others during his contract period and is required to co-operate with the Eskom personnel and or other *Contractors*.

6.6 Records of Contractor's Equipment

The *Contractor* will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheet. `This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

6.7 Equipment provided by the Employer

The Employer will provide no equipment but in an emergency the *Contractor* can discuss with the *Employer* certain needs for assistance.

6.8 Site services and facilities

6.8.1 Provided by the Employer

Cooling Water and Potable water clarifier cleaning services for five years

- Power reticulation on some of the sites limited to 380V - 100As. This will be available in emergency only.
- Potable water to the site.
- The *Employer* will supply an area for site establishment in some areas if needed.

5.8.2 Provided by the *Contractor*

- *Contractor* to provide all tools, equipment, machinery, stationery and site office where needed
- The *Contractor* shall ensure that the people on shift have reliable communication with the *Employer's* representative.
- All vehicles, machinery, electrical supply in the form of generators and other equipment needed for the works. All equipment will be registered and all drivers to be authorised.
- The *Contractor* supplies all fuel and all other consumables.
- The *Contractor* arranges his own accommodation for his staff.
- The *Contractor* arranges his own security.

6.9 Control of noise, dust, water and waste

- Control of above to be done to prevent any negative influence to others as well as the community.

7 List of drawings

7.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

7.2 Specifications and legal documentation as attached in disc supplied

Specific environmental legislation to adhere to are:

The Contractor must ensure compliance to the following at all times:

i) South African Acts:

- The Environment Conservation Act (Act 73 of 1989) NEMA
- The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
- The Occupational Health and Safety Act (Act 85 of 1993)
- The Road Traffic Act (Act 29 of 1989) NWA
- The Health Act (Act 63 of 1977) CARA
- The Hazardous Substances Act (Act 15 of 1973) NEMBA

Subsequent amendments to any of the above Acts are also implied.

ii) Eskom Policies and Procedures:

- ESKPBAAD6 Environmental Management Policy
- ESKPBAAA9 Environmental Impact Assessment
- ESKPVAAL7 Environmental Impact Assessment
- ESKPBAAA3 Air Quality Management Policy
- ESKPBAAD4 Herbicide Management
- ESKASAALO The Safe Use of Pesticides and Herbicides
- ESKPBAAA8 Energy and Environmental Policy and Strategy
- ESKPBAAAC4 Waste Management Policy and Strategy
- ESKPBAAA6 Coal Utilization
- GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
- ESKADAAJ4 Water Management Policy
- ESKADAAJ5 Waste Management Policy
- ESKADAAP7 Investigation of Major Incidents
- GGS0350 Generation Fire Risk Management
- GEM BULLETIN 5 Problem Plant Species on Generation Sites.

PART 4: ATTACHMENTS

ATTACHMENT A: Health & safety

7 REQUIREMENTS AND RESPONSIBILITIES

Eskom, as the *Employer* in terms of section 8 of the OHSA, has the overall accountability and responsibility for the health and safety of all persons involved during construction work. This is managed by means of various agreements, which are part of the interpretation of this procedure, as required in terms of section 37.1 of the OHSA. In this capacity Eskom must ensure that employees have their OHSA duties explained to them.

7.1 Client (Eskom)

The client may appoint an agent on a site and project specific basis to act on its behalf in terms of the duties and responsibilities imposed on the client in terms of legislation and this procedure. This appointment shall be properly documented.

The Client shall ensure that the Agent it appoints has the necessary competence and resources to perform the required duties and when appointed shall take the responsibilities imposed on the Client by the Construction Regulations and where applicable by this procedure.

7.1.1 The Project Managers shall:

- As far as is reasonable and practicable develop a comprehensive project plan that includes reference to all SHE issues.

Cooling Water and Potable water clarifier cleaning services for five years

- Ensure that designers are made aware of their roles and responsibilities.
- Where applicable, provide to the designer:
 - Eskom-specific SHE criteria to be applied to the designs.
 - Environmental Impact Assessment report.
 - Geo-science technical report.
- Ensure that the project team conduct a baseline site-and project-specific risk assessment in relation to all relevant hazards.
- Prepare and provide the SHE specifications that shall be based on the baseline site-and project- and scope of work specific risk assessment, identifying the existing and potentially significant residual hazards that a competent and resourced contractor would not have been expected to know. The SHE specifications should include:
 - Any relevant SHE information about the specific construction work to be performed;
 - Include all the applicable and relevant information contained in the Eskom documents pertaining to the project and scope of work. Extracts or the entire Eskom document must be included in the SHE specification. Refer to Annexure 1 for additional minimum requirements for SHE specifications.
- Ensure that the Principal Contractors submitting tenders have made detailed provision for the cost of SHE measures for the construction work.
- Ensure if a Principal Contractor intends to use a subcontractor/s to perform work on the construction project, that this arrangement shall be indicated by the Principal Contractor during the tendering stage or at the commencement of work. The Principal Contractor shall indicate who his / her subcontractors are, and provide evidence that the subcontractor/s have the necessary competence and resources to carry out the work safely and to ensure a duty of care to the environment. The Project Manager has the right to determine who works on his / her project.
- Ensure that the Principal Contractor is registered and in good standing with the Compensation Commissioner or with a licensed compensation insurer, prior to and for the duration of the contracted work.
- Ensure that tendering Principal Contractors provide a detailed SHE plan, based on the SHE specifications provided as well as any other SHE considerations arising from the Principal Contractors' construction activities.
- In cases where internal Eskom departments perform construction work within Eskom, the requirements of this procedure shall be adhered to.
- After the selection and appointment of the Principal Contractor or internal service provider have been concluded, the Client and the Principal Contractor or internal service provider must complete and sign the 'Notification of Construction Work'. The Principal Contractor or internal service provider shall forward this notification to the Provincial Director, prior to the commencement of work and retain evidence of such notification.
- The Project Manager shall audit the work that is being executed against the approved SHE plan at the intervals as mutually agreed upon, but not less than once a month.
- All Project Managers involved in construction work shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
- Ensure that all Eskom employees involved in construction work receive essential training as determined by a training needs analysis.
- Not appoint a Principal Contractor to perform construction work, unless the Project Manager is reasonably satisfied that the Principal Contractor, which he intends to appoint, has the necessary competence and resources to carry out the work in a safe and healthy manner and ensure the duty of care to the environment.
- In order for Eskom to fulfil its responsibility to support government and Eskom initiatives, employ emerging contractors that require guidance and assistance that is reasonably practicable.
- Appoint each Principal Contractor in writing.

- Where subcontractors are appointed by the Principal Contractor, ensure that the Principal Contractor supplies the applicable Eskom SHE specifications to the subcontractor/s.
- Stop the Principal Contractor or subcontractors from continuing with work if such work is not in accordance with the SHE plan or Eskom requirements. Any Eskom employee or contractor can stop an activity, which poses a threat to the health and safety of person(s) or a risk of degradation to the environment. Any person can report to the Project Manager any unsafe or unhealthy practices, or conditions which pose a threat to the environment. The Project Manager shall issue non-conformance reports for the circumstances giving rise to the stoppage, the actions taken and any corrective measures required.
- Then there are changes in the scope of work and or work environment (e.g. climatic changes; amendments to Eskom rules and or legislative amendments), review (and revise if necessary) the affected sections of the SHE specification and baseline site-and project -specific risk assessment and provide it to the Principal Contractor. The Principal Contractor shall then review (and revise if necessary) the SHE plan and the activity-based risk assessments. The Project Manager must then ensure that the provisions in the SHE plan are adequate and thereafter approve and sign off the plan, prior to recommencing the work affected by the changed scope.
- Ensure that the Principal Contractors audit their subcontractors on their compliance with the approved SHE plan as per the requirements of the SHE file.
- Shall ensure that no visitor enters construction sites without having first received a SHE briefing in the form of induction and thereafter the relevant risk-based PPE, where reasonably practicable.
- Ensure, prior to the commencement of construction work, that all persons involved in any construction work have received the Client's project specific induction training.
- The Project Manager must ensure that the Principal Contractor is made aware of his / her requirement to hand over the SHE file on completion of the contracted work. The SHE file shall contain all the requirements as per Annexure 2.
- Ensure that all contractors receive Arnot Power Station SHE induction training.
- Keep documented records of all training

7.2 SAFETY HEALTH AND ENVIRONMENT PLAN

- The SHE plan shall be based on the requirements of the OHS act as well as per Arnot SHE Procedure for contractors
- Principal contractors will be held responsible for non-compliance by their sub-contractors.

7.3 SAFETY HEALTH AND ENVIRONMENT FILE

- SHE file will contain all the documentation as required by the OHS Act as well as the checklist Duvha Specifications and the copy of the safety file will be kept at SRM office.
- Duvha Power Station SRM Department will conduct regular audits on the contractors SHE file and premises to ensure compliance with the legal requirements and Duvha SHE procedure for contractors.
- At completion of contract, the SHE file will be included in the consolidated file as per the requirements of the Construction Regulations 5(8), and will be handed over to the Project leader.
- No contractor will be allowed to work at Arnot Power Station before the SHE file is approved and all other requirements are complied with.

7.4 NOTIFICATION OF CONSTRUCTION WORK (CR3)

- Duvha Power Station will notify the Department of Labour of construction work in case of Outages. For other projects, notification of construction work will be the responsibility of the Contractors.
- ARNF 367 form will be used to notify the department of labour

7.5 STATUTORY APPOINTMENTS

- Refer to Annexure C Checklist for all required appointments.
- All required statutory appointments will be done in writing.
- The appointment letter must indicate company footers as well company Logo (Letterhead)
- Only competent people can be appointed and proof of competency must accompany the appointment
- An appointment will include the following
 - Clear reference to the act or regulation under which the person doing the appointment is authorised to do so.
 - The date, name and signature of the person doing the appointment.
 - The area of responsibilities.
 - The duties to be performed.
 - Clear reference to the act or regulation under which the appointee is appointed.
 - The name of the person appointed.
 - The date, signature and the acceptance of the person appointed
 - Any termination of any appointment will be done in writing and a copy placed on file

7.6 LETTER OF GOOD STANDING (CR 4(1)(G))

- No Contractor will be allowed to perform any work activities on site without a valid letter of good standing
- The contractor must be in good standing with the compensation for the duration of the project

7.7 RISK ASSESSMENTS (CR7)

- The project leader will provide the contractor with risk that already exists pertaining to the project.
- A risk assessment will be compiled for every task to be performed as well as: -
 - Transportation of passengers and goods.
 - Site establishment.
 - Use of all equipment.
- No principal contractor will be allowed to do any work without a proper Risk Assessment.
- Every principal contractor will have a proper risk assessment at his / her arrival at Duvha Power Station. Before commencement of any work, every principal contractor will adapt his risk assessment to the prevailing hazards and conditions.
- Attendance register for the hazards and related working procedures, reflecting the date of training and the names and signatures of all trainees will be kept in the SHE file.
- See annexure D, Hazard checklist for a list of possible points to consider and include in a risk assessment.

7.8 PERSONAL PROTECTIVE EQUIPMENT

- The *Contractor's Employer* shall issue to all his employees on site personal protective equipment **WITH VISIBLE COMPANY LOGO FOR BOTH TOP AND TROUSER THAT IS APPROVED BY SABS.**
- Long sleeve personal protective equipment shall be worn in the plant at all times.
- The equipment shall be worn where required and where it is indicated by symbolic safety signs.
- Personal protective equipment shall be maintained in a good and clean condition.
- The equipment shall be checked on a regular basis to ensure that it is being worn in the right place at the right time
- Damaged PPE shall be replaced immediately by the *Contractor* at no cost to the *Employer*.

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- Records of issue shall be kept.

8 Management strategy and start up.

8.1 The *Contractor's* plan for the service

8.2 Management meetings

Service report feedback meeting

After every service is done a service report must be drafted by the contractor and a meeting is to be scheduled to discuss the findings from the service. This meeting will highlight if spares are required to ensure that the analysers are in a good working condition. This must be done before invoice is submitted and service entry is done by the end user after every service is rendered.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register	Once annually	Chemical services	SHE REP from Eskom and SHE REP of the contracting company
Overall contract progress and feedback	Monthly	Microsoft teams	<i>Employer, Contractor</i>
Service Feedback	After every service	Chemical services	Employer contractor and end users (technicians)

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

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

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

As in when required, an order will be placed the contractor will be required to send an authorised and competent to work on the that brand of instruments. The service technician /engineer will be required to bring their training certificate or authorisation letter from OEM prior to the service. The service engineer/ technician will be always allocated a technician from Eskom throughout the service to verify work.

As in when required the contractor will avail an authorised /competent service technician or engineer. No site supervisors or managers will be required.

8.4 Documentation control

All orders will be sent before work can commence as Task orders that the contractor must acknowledge and send back.

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Service reports must be sent with the OEM letter head and signed by the competent or authorised service technician.

Certificates of calibration must be in an OEM letter head with the specifications and results written properly. Any other communications can be sent on emails to the contract manager in a letter attached to the email.

8.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to : Finance Shared Service (FSS) Fss@eskom.co.za

The contractor shall include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number
- 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)

The assessment interval is: monthly, between the 24th and 25th day of each successive month.

The currency of this contract is: the South African Rand.

The period within which payments are made is: 4 (four) weeks after receipt of a valid invoice.

8.6 Contract change management

Eskom Standard forms of contract shall be used.

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

Not Applicable for option A contract

8.8 Insurance provided by the *Employer*

N/a

8.9 Training workshops and technology transfer

During services only authorised and trained technicians can service this analysers. During the service Eskom technicians will be allocated for on job training and skills transfer from the authorised and trained OEM technician.

8.10 Design and supply of Equipment

S/N and specs for the instruments

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

8.11.1 Equipment

Gas bottle and regulator and flow cell for the gas detectors may be required as in when for verification purposes by Eskom to be left behind after a service is done.

8.11.2 Information and other things

- Full-Service report with the calibration information, findings from the service, Required spares if defective and a calibration certificate.
- Delivery note.
- Service technician/ engineer certificate of competency and authorisation letter if none OEM to work on their analysers.
- Service kit list with details of what was supplied during the service

9 Health and safety, the environment and quality assurance

9.1 Health and safety risk management

- 9.1.1 The Contractor shall comply with the health and safety requirements contained in SHE/OHS Specification and the approved safety file.
- 9.1.2 The 37-2 agreement to be signed by Contractor and Employer representatives.
- 9.1.3 The SHE/OHS professional conducts internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- 9.1.4 The Contract Manager conducts inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- 9.1.5 The Contractor may be selected during internal and/or external Matimba Power Station audits to verify compliance to legal and contractual SHE/OHS requirements. The Contract Manager will communicate this at relevant time periods.
- 9.1.6 In addition to the requirements of the applicable laws governing the occupational health and safety, Matimba Power Station OHS requirements particular to the service and the Affected Property for this contract shall be adhered to for the duration of the contract.
- 9.1.7 The minimum requirements for the Contractor to gain access to Matimba Power Station include the but not limited to:
 - 9.1.7.1.1.1 Valid Medical fitness certificate
 - 9.1.7.1.1.2 Police clearance
 - 9.1.7.1.1.3 Identification document (RSA ID or equivalent)
 - 9.1.7.1.1.4 National Drivers Licence (applicable to drivers)
 - 9.1.7.1.1.5 Proof of Matimba Power Station Safety Induction
 - 9.1.7.1.1.6 Adherence to the Eskom Life-saving rules 3 and 4, Be Sober and Buckle up.

Rule	Description of rule
3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

9.1.7.2 Applicable risk-based PPE.

9.1.7.3 Valid letter of good standing always (COIDA)

3.1.2 Key Performance Indicators

Contractor/supplier Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom SHE/OHS specification and applicable legislation.
2. Always maintain good housekeeping.
3. Implement and monitor near miss programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Zero Fatalities
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incident investigations shall be completed within 30 days of the occurrence of an incident.

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8. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
9. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM
10. Close non-conformance as per the recommended time frames in SAP QIM

3.1.3 Contract completion and sign off

On completion of the project/contract, Eskom team (led by the Contract Manager) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract Manager shall ensure that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective yard and ensure good housekeeping where the contractor was working.
- c. Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filing.

Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work

9.2 Environmental constraints and management

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

The contractor shall ensure that all his/her activities related to manufacturing, supplying and delivering and operation of their product is in line with the relevant environmental legislation.

They shall coordinate their activities in line with the requirements of ISO 14001: 2015 and Matimba Power Station environmental management system.

The contractor shall ensure that in the execution of his/her activities, no contamination of water (either surface or underground), no disturbance of the land and biodiversity within Matimba premises, no waste will be disposed of in an irresponsible manner.

The contractor shall ensure that his/her practices are in line with Eskom SHEQ Policy (32-727) and Matimba Power Station Environmental Policy Statement (PS/270/083).

The contractor shall prepare environmental aspects and impacts which are in line with the scope as per the tender document.

9.3 Quality assurance requirements

The contractor shall be in possession of ISO 17025: 2017 for gas metrology. Calibration shall be done using appropriate calibration gas mixtures. The contractor shall submit a completed contract quality plan using the Eskom Contract Quality Plan Doc No. [240-109253698 Rev 3](#)

10 Procurement

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

10.1 People

10.1.1 Minimum requirements of people employed

As per the evaluation criteria

10.1.2 BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

10.2 Subcontracting

10.2.1 Preferred subcontractors

N/a

10.2.2 Subcontract documentation, and assessment of subcontract tenders

N/a

10.2.3 Limitations on subcontracting

N/a

10.2.4 Attendance on subcontractors

N/a

11 Working on the Affected Property

LAR must be obtained at the control room before any work can commence and permit to work were required.

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

- All equipment that the contractor brings to site must be declare at the security gate.
- The vehicle used must comply road worthy standards and declared at the gate (car permit)
- Permit to enter the station must be requested 24hours before the contractor can enter the premises.
- Information required for the permit:
 - Id number
 - Surname and name
 - Company employee number
 - Company details
 - Emergency number and contact details.
 - Car registration number, car make, car model car colour
 - Duration on site

11.2 People restrictions, hours of work, conduct and records.

- All technicians to be involved as in when is required must have their details sent to the contract manager before coming to site.
- Work must be done as in work is required.

11.3 Health and safety facilities on the Affected Property

N/a

11.4 Environmental controls, fauna & flora

N/a

11.5 Records of *Contractor's* Equipment

No data is required for this section of the conditions of contract.

11.6 Equipment provided by the *Employer*

N/a

11.7 Site services and facilities

11.7.1 *Provided by the Employer*

- Instruments are easily accessible no hooking at heights is required.
- All permit to work will be done on site by the responsible person prior to contractor working.
- Demin and Ultra-pure water will be provided by the chemical services Laboratory section when required.

11.7.2 *Provided by the Contractor*

- All service items required to complete the service and repair successfully must be provided by the contractor.

11.8 Control of noise, dust, water and waste

- While working at the plant all mandatory signs must be adhered to, if ear plugs/muffs, helmets with a chin strip and goggles are mandatory, they need to be always worn.
- If there are safety restrictions at the plant the contractor is to work on prior to the work.
- The pre-task risk assessment done must indicate as such with mitigations of the safety issue in question.

11.9 Hook ups to existing works

N/a

11.10 Tests and inspections

11.10.1 Description of tests and inspections

After service or repair is done the quality control sample must be run and instrument must be tested for verification purpose.

11.10.2 Materials facilities and samples for tests and inspections

Service workshop for specific analysers if service is not done onsite.

12 List of drawings

12.1 Drawings issued by the *Employer*

N/a