



NEC3 Term Service Contract (TSC3)

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

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

for **PROVISION OF HYGIENE SERVICE FOR 60 MONTHS**
PERIOD AT KOMATI POWER STATION

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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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:

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Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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:

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s): _____

Name(s): Mpho Mosikari

Capacity: Acting Procurement Manger

for the Employer Komati Power Station
 Van Dyk Drift/Hendrina Road
 Blinkpan
 2250

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

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: _____

Mpho Mosikari

Capacity: _____

On behalf of: *(Insert name and address of organisation)*

Komati Power Station
 Van Dyk Drift/Hendrina Road
 Blinkpan
 2250

Name & signature of witness: _____

Date: _____

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
	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
10.1	The <i>Service Manager</i> is (name):	Silindile Mseleku
	Address	Komati Power Station
	e-mail	MselekCS@eskom.co.za
11.2(2)	The Affected Property is	Komati Power Station
11.2(13)		Provision of hygiene service for 60 months period at Komati Power Station

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

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11.2(15)	The Service Information is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be advised
30.1	The <i>service period</i> is	Provision of hygiene service for 60 months period at Komati Power Station
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 30 days of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	14/30 days.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	

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9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data .		
10	Data for main Option clause			
A	Priced contract with price list			
11	Data for Option W1			
W1.1	The <i>Adjudicator</i>	Will be appointed when the dispute arises		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa - Johannesburg		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Tenderers to submit Complete CPA Proportion with tender		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data .		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		

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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
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 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.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	

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Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and

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	does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i> accepts that the <i>Employer</i> 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;</p> <p>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 <i>service</i>; and</p> <p>undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</p>
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	<p>Delete the last paragraph of core clause 61.3 and replace with:</p> <p>If the <i>Contractor</i> 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.</p>
Z9	Employer’s limitation of liability
Z9.1	The <i>Employer’s</i> liability to the <i>Contractor</i> for the <i>Contractor’s</i> indirect or consequential loss

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	is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party,

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the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12_.1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

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Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

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

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	replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results

PROVISION OF HYGIENE SERVICE FOR 60 MONTHS PERIOD AT KOMATI POWER STATION

	generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

PART 2: PRICING DATA**TSC3 Option A**

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

• C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of 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.
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

PROVISION OF HYGIENE SERVICE FOR 60 MONTHS PERIOD AT KOMATI POWER STATION

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

Format of the *price list*

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

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

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

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

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

Item No.	Description	Qty	Price	Amount Per Month	Months	Total amount - 5Yrs
1	Bin Wall mounted square	100			60	
2	Soap Dispenser	150			60	
3	Soap Hand Pink 25 litre	5			60	
4	She Bin pedal white	125			60	
5	Air fresheners Dispenser	120			60	
6	Seat sanitizer dispenser white steel	125			60	
7	Auto sanitizer Dispensers (Every 2 nd month)	120			60	
8	Seat spray sanitizer	250			60	
9	Deep cleaning	700			60	
SUB- TOTAL						
ADD VAT:						
TOTAL AMOUNT						

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page C3.1 <i>Employer's Service Information</i> C3.2 <i>Contractor's Service Information</i>

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

1. Scope of work

The works is for the provision of hygiene service at Komati Power Station for 60 months including the maintenance or replacement of broken or stolen dispensers. The service team must be comprised of two (2) members, a male and a female and installation/maintenance team must also be comprised of two (2) members. The contract scope maybe reduced during the contract as some of the buildings will be demolished to make way for PV solar project and contractor will be expected to reduce the number of dispensers.

The description of the service required includes the provision and servicing of the equipment indicated below:

Item	Description	Quantity	Frequency
1	Wall Bins – Stainless Steel, Dimensions (WxHxD): 330 x 450 x 180mm	100	Monthly
2	Manual Wall Mounted Liquid Soap Dispenser – Stainless Steel, 1000 – 1250ml soap capacity, vertical, manual top up reservoir, lockable.	150	Monthly
3	Liquid Soap – 25 L drums	5 drums	Monthly
4	"SHE Bins – Provides a touch-free operation for safe and hygienic disposal of sanitary waste, Slimline - ideal for smaller, confined toilets, 20-25 litre capacity"	125	Service every 14 days
5	Wall Mounted Air Freshener Dispenser – Long battery life, 6 air freshener spray fragrance choices, Lockable, Powerful dispersal of fragrance into the room, Robust vandalism resistant construction, Quiet operation, Battery low indicator.	120	Monthly
6	Air fresheners refill (Consumable)	120	Every 2 nd Month
7	Toilet Seat Sanitizer / Disinfectant Foam or liquid refill (Consumable)	250	As when required
8	Wall Mounted Manual Toilet Seat Foam/Liquid Disinfection Dispenser – Supply ability of 10000 pieces per month/ 400 ml capacity	125	Monthly
9	Deep Cleaning – Disinfecting of washroom units – toilets, urinals, basins, showers, and surrounding areas	700	6 Monthly
10	Urinal Automatic Sanitizing Dispensers	120	Monthly
11	Urinal Automatic Sanitizing Refills (Consumables)	120	Every 2 nd month

2. Labour requirements

The service team must be comprised of two (2) members, a male and a female and installation/maintenance team must be comprised of two (2) members officially appointed in the following disciplines:

Position	Quantity	Minimum requirements
Service Team (Male & Female)	2	<ul style="list-style-type: none"> ✓ Hazards Identification and Risk Assessment training ✓ Training on the handling of SHE bins waste. ✓ 1 year experience in hygiene services in a power station environment ✓ Must be able to communicate in English or understand English.

Installation/ Maintenance Team	2	<ul style="list-style-type: none"> ✓ Must be able to communicate in English or understand English. ✓ Hazards Identification and Risk Assessment training ✓ Training in electrical tools handling and use
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3. Service to be rendered as follows:

- SHE bins to be serviced every 2nd week.
- SHE bins waste taken from Komati to be recorded and manifesto (disposal records) to be send to Komati service manager at the end of every month.
- The service team and maintenance must report to Eskom service manager before and after service/maintenance is carried out.
- The consumables to be replaced as per agreed frequency.
- Report to Eskom service manager damaged/missing equipment(dispensers).
- Repair/replace damaged equipment.
- Service the equipment as per agreed frequency.
- Deliver five 20L soap drums monthly.
- Conduct deep cleaning of toilets, urinals, and showers once every six (6) months.
- Service slips shall be signed off by Eskom service manager for all work done and consumables supplied.

4. Additional requirements

- The contractor must provide sufficient labour to continuously cover the power station's toilets and showers. Preferable the employees must be fully conversant with plant.
- The contractor must notify at least one month in advance, his intentions to withdraw any of the employees who were providing service at Komati. During this notice period the contractor must find the replacement.
- The contractor to comply with Eskom & statutory requirements.
- The contractor must provide safety data sheets for all chemicals to be used at Komati and safety data sheets to comply with the requirements of the Occupational Health & Safety Act of 1993. The safety data sheets must be from the manufacturer and must not be older than five(5) years.
- The contractor to comply with all environmental legislations that govern the power station activities: National Environmental management Act: 107 of 1998, National Environmental Waste Act 59 of 2008 and National Water Act 36 of 1990.
- Waste to be disposed in accordance with the station colour code. Report all environmental incidents within 24 hrs.
- Manage waste generated in accordance with the station Waste Management and Disposal procedure, PAB20100.

5. Mandatory Requirements (Service Provider)

- Provide valid COID letter of good standing (not older than 12 months from date of issue)

- Proof of authorisation to collect waste as per National Waste Management Act 59 of 2008, Section 24.
- Proof of authorisation of the site that will be accepting the waste or where waste will be disposed of as per National Waste Management Act 59 of 2008, Section 25.
- All teams coming to Komati site must undergo criminal check before they can have access to Komati site.
- The vehicle used for service must have a service record and must not leak oil. A vehicle that leaks oil or smoke will not be allowed access to Komati site.

6. PPE Requirements

All service provider personnel at Komati Power Station must be provided with the following:

- Eye and ear protection
- Hard Hats
- Overall
- Safety Boots

7. Training

The *Contractor* is to ensure that all the employees used are trained. The training should be as follows but not limited to the following basic requirements:

- a. Handling of hazardous chemicals and SHE bin waste
- b. Use of Personal Protective Equipment.
- c. Use of electrical tools and step ladder

8. Vehicle

The service provider must have a vehicle for providing service with the following features:

- Factory fitted antilock braking system.
- Factory fitted driver and passenger airbag.
- Factory fitted power steering and immobiliser.
- Two emergency warning triangles.
- Factory fitted air conditioner.
- Factory fitted seatbelt reminder.
- Reverse warning beep

9. Contingency Plan

The service provider must have contingency plans in place for the following:

- Own strike/labour unrest amongst own staff
- Shortage of manpower due to e.g. absenteeism, sick leave, and annual leave

10. Service times

- The normal working time is Monday to Friday.
- The scope of work routine is expected to be executed from Monday to Thursday between 7:00 am to 4:00 pm and on Fridays between 7:00 am to 12:00 pm.

11. Incident Reporting and Investigation

- All incidents and response to incidents must be handled according to the relevant SOP and/or work instructions for Komati Power Station
- All incidents and response must be immediately reported to the Eskom control room
- The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities
- Weekly status reports are to be supplied by the service provider
- The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required
- All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final incident investigation report within seven (7) days.

12. Documentation

The following documentation to be supplied by the security service provider at least two (2) weeks before a Task order can be issued and commencement of the contract

- List of all potential personnel to be used at Komati Power Station in terms of this contract
- Certified ID Copies of all personnel
- Criminal check records as proof that the personnel have not been convicted of any criminal offense
- Emergency Preparedness procedure with relevant contact details

13. Safety Requirements

- All vehicles utilised at Komati Power Station must be fitted with SABS approved seatbelts
- All personnel should receive a safety induction before they can commence with their duties at Komati Power Station.
- Safety recommendations following an incident shall be implemented by the service provider to prevent further reoccurrences at Komati Power Station

14. Low service damage

- The low service damages will be applicable if the provision of hygiene services is affected by unavailability of service team. The following process and damages will apply:
- The delay(s) will be reported to the Contractor as soon as the Employer becomes aware of the delay(s).
- The Contractor will notify the Employer at least 24 hours in advance.
- The damages are capped at a maximum of 10% of the total of the task orders raised for that month.

Interpretation and terminology

The following abbreviations are used in this Service Information:

SDS	Safety Data Sheet
SHE	Safety Health and Environment
SHEQ	Safety Health Environment and Quality

Management strategy and start up.

The Contractor's plan for the service

Before the *contractor* can start with the work, they must submit their working plan to the *Project Manager*.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off Meeting	Two weeks before commencement of the project	Komati Power Station	Employer, Contractor
Overall contract progress and feedback	Every second month on Monday at 09:00		Employer, Contractor

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

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

Contractor's management, supervision and key people

- The *Contractor* submits an organogram clearly depicting his/her people and their line of authority/communications.
- The *Contractor* will be required to appoint qualified\ competent personnel to perform tasks to mitigate injuries and/or hazards.

Note: Closing of Komati Power Station

Due to the clean energy project anticipated to start in November 2024, some section/buildings will be closed and later demolished, meaning the hygiene service will not be needed. The contractor will be expected to reduce the number of dispensers.

Provision of bonds and guarantees

Not applicable

Documentation control

All documents received should be filed in the project file and stored in safe location.

The *Contractor* shall keep his own records of work documents e.g. Reports, which shall be available to the Employer upon request. Such documentation helps the *Contractor* during audits of both Parties. Such documents may also if required by the Employer be kept at the Employer's documentation management centre. This also includes documents such as supporting documents for monthly payments which the *Contractor* submits on a monthly basis to the Employer prior to payment.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*. All manuals, documents, drawings, and engineering documentation shall be presented in British English in both software and hardware.

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

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 / Supplier / Contractor* shall address the tax invoice to

ESKOM HOLDINGS SOC LIMITED
KOMATI POWER STATION
PRIVATE BAG X
BLINKPAN
2250

And include on each invoice the following information:

- Name and address of the *Service Manager*;
- The Contract number and title;
- All Electronic invoices must be sent in PDF format only;
- Each PDF file should contain on invoice, or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time;
- The *Contractor's* e-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail);
- The Task Order number starting with 45* series.
- *Contractor's / Supplier's / Contractor's* VAT registration number;

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

- The *Employer's* VAT registration number 4740101508;
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- E-mail address for invoice submission:
Local Eskom invoices: invoiceseskomlocal@eskom.co.za
Foreign Eskom invoices: invoiceseskomforeign@eskom.co.za

NOTES:

It is of the utmost importance and it is expected from the *Contractor(s)* to send all original invoices directly to the above email addresses and not directly to any user. The Power Station will not be responsible for any invoice(s) delivered to users and not submitted for payment.

If your Invoice is not submitted immediately after you have delivered goods or rendered a service, it might happen that you will only get paid within 90 days after receipt of your Invoice without Eskom paying any interest on late payment.

For Foreign invoices, *Contractor* will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though the *Contractor* have

e-mailed those invoices (Eskom is still seeking clarity from the South African Reserve Bank regarding e-invoicing for Foreign Invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. You can send the invoice copy to the email addresses indicated below).

Tax Requirement

A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)

An Invoice that was printed and then scanned to PDF by the *Contractor / Supplier / Contractor* is not acceptable as this is not an original tax invoice by SARS definition but a copy.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

If there is Cost Price Adjustment (CPA) on the *Contractor's* invoice the *Employer* recommend that the *Contractor / Supplier / Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the Goods Receipt / Service Entry is not done the invoice will be parked and the system will automatically send an e-mail to the end user / contract manager to do the goods receipt/ service entry. This is also tracked by Eskom through the park invoice report.

The *Contractor* can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. The *Contractor* are welcome to forward the details of invoices corrected to the FSS contact centre.

Contractor do not require a Goods Receipt (GR) or Service Entry (SE) number to submit your invoices. When the GR / SE number is received the *Contractor / Supplier / Contractor* can then send the GR / SE number to the FSS contact centre.

All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:

Tel: 011 800 5060

e-mail: fss@eskom.co.za

Contract change management

Not applicable

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically. Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

Insurance provided by the *Employer*

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

Training workshops and technology transfer

The contractor shall transfer knowledge about operation of the plant to Eskom Holdings SOC Limited's operators as and when required.

Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an

assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.
Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

Equipment

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

Information and other things

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

Management of work done by Task Order

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

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

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

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

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

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Health and safety, the environment and quality assurance

Health and safety risk management

Contractor to comply with the latest version of Occupational Health and Safety Act No. 85 of 1993, other applicable legislation, Eskom SHE policy, ISO 45001 and other applicable procedures, specifications and guidelines including the provided project SHE specification.

In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract.

Particular consideration must be given to following Eskom Life Saving Rules: 240-62196227

1. Open, Isolate, Test, Earth, Bond, and/or insulate before touch
2. Hook up at height
3. Buckle up
4. Be sober
5. Permit to Work

The Contractor shall also be required to compile a comprehensive SHE file with all the applicable documentation and appointments as per the project SHE specification requirements. The file will have to be approved by the Employer's Safety Department before any work on site may commence.

The Contractor must ensure that after the SHE file has been approved, all his personnel which will work on site attend a Health, Safety and Environmental Induction Course presented at the Power Station free of charge prior to commencement with the Works.

Contractor shall provide his employees with appropriate protective equipment's to handle SHE bin waste produced on at Komati Power Station,

Environmental constraints and management

The Contractor shall comply to environmental requirements as per Eskom Holdings SOC Limited's Komati Power Station).

The Contractor shall comply to environmental requirements for handling, collection, transportation of hazardous substances under the following legislations and standards:

- The National Road Traffic Act (Act 93 of 2005)
- Hazardous Substances Act (Act 15 of 1995 as amended)
- Occupational health and safety Act 85 of 1993 and regulations
- Eskom vehicle and driver safety management, 240-62946386
- SANS 10232-1 Transport of dangerous goods
- National Environmental Waste Act 59 of 2008
- National Water Act 36 of 1990
- Waste Management Disposal procedure PAB20100

Quality assurance requirements

The Contractor complies with the Employer's quality requirements, and all site regulations issued by the Employer.

Eskom Generation subscribes to an Integrated Business Improvement (IBI) approach. Through IBI the organisation strives to reduce error which might result in incidents or other performance deviations, in

support of the Generation mandate. The Contractor shall support this approach by adhering to the Generation IBI Policy (GGPP 1355) and to the Employer's local procedures, policies, or instructions, related thereto.

The quality Control Programme must meet the Requirements of the Code of Practice for Quality Systems, ISO9001:2015.

Procurement

People

Minimum requirements of people employed

The service team must be comprised of two (2) members, a male and a female and installation/maintenance team must be comprised of two (2) members officially appointed in the following disciplines:

Position	Quantity	Minimum requirements
Service Team (Male & Female)	2	<ul style="list-style-type: none"> ✓ Hazards Identification and Risk Assessment training ✓ Training on the handling of SHE bins waste. ✓ 1 year experience in hygiene services in a power station environment ✓ Must be able to communicate in English or understand English.
Installation/ Maintenance Team	2	<ul style="list-style-type: none"> ✓ Must be able to communicate in English or understand English. ✓ Hazards Identification and Risk Assessment training ✓ Training in electrical tools handling and use

BBBEE and preferencing scheme

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

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

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

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

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

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an

entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

SD and L – South Africa

If the ASGI-SA requirements are to be included in this contract specify constraints which Contractor must comply with after contract award regarding 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:

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

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

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

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

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.

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

Subcontracting

Preferred subcontractors

Not Applicable

Subcontract documentation, and assessment of subcontract tenders

Not Applicable

Limitations on subcontracting

Not Applicable

Attendance on subcontractors

Not Applicable

Plant and Materials

Specifications

Item	Description
1	Wall Bins – Stainless Steel, Dimensions (WxHxD): 330 x 450 x 180mm
2	Manual Wall Mounted Liquid Soap Dispenser – Stainless Steel, 1000 – 1250ml soap capacity, vertical, manual top up reservoir, lockable.
3	Liquid Soap – 25 L drums
4	"SHE Bins – Provides a touch-free operation for safe and hygienic disposal of sanitary waste, Slimline - ideal for smaller, confined toilets, 20-25 litre capacity"
5	Wall Mounted Air Freshener Dispenser – Long battery life, 6 air freshener spray fragrance choices, Lockable, Powerful dispersal of fragrance into the room, Robust vandalism resistant construction, Quiet operation, Battery low indicator.
6	Air fresheners refill (Consumable)
7	Toilet Seat Sanitizer / Disinfectant Foam or liquid refill (Consumable)
8	Wall Mounted Manual Toilet Seat Foam/Liquid Disinfection Dispenser – Supply ability of 10000 pieces per month/ 400 ml capacity
9	Deep Cleaning – Disinfecting of washroom units – toilets, urinals, basins, showers, and surrounding areas
10	Urinal Automatic Sanitizing Dispensers
11	Urinal Automatic Sanitizing Refills (Consumables)

Correction of defects

The contractor shall repair defective equipment or replace them if they cannot be repaired at their own costs.

Contractor's procurement of Plant and Materials

The Contractor shall expedite delivery of hand soap and other consumables that are out of stock. Delivery of consumables that are out of stock must not take longer 30 days.

Tests and inspections before delivery

The visual inspections of all work undertaken shall be done prior to the signing of service slips.

Plant & Materials provided "free issue" by the Employer

Water
Electricity

Cataloguing requirements by the Contractor

Not applicable

Working on the Affected Property

Comply with Eskom Life Saving Rules and must attend Induction prior work commencement.

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

The Entry to site is only approved once the following are adhered to:

- a) The Contractors Safety file is to be approved by the Employer's Safety department.
- b) All personnel must undergo screening for Criminal records and outstanding warrants, Site-specific induction is to be done by all personnel.
- c) All personnel must undergo medical screening and submit ID copies.
- d) The permit application forms must be submitted.
- e) Criminal check to be done and report submitted to the service manager before the service team can have access to the station.
- f) The Contractor applies for permits at the Security gate, prior to the starting date.
- g) All *Contractors* personnel will be issued with a temporary/permanent access permit, which will contain the following information:
 - o Name
 - o ID Number
 - o Company
 - o Validity date
- h) In order to assist Protective Services with the using of permits and the identification of the personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the *Contractor's* name, is to contain the following information:
 - o Employee name.
 - o Employee ID number
 - o *Employer's Representative* signature
 - o Copy of the first page of the ID book of every employee of the Contractor
- i) The *Contractor* personnel will be required to be always in possession of their contractor's permit. All *Contractors'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the *works*.

The *Contractor/s* visitors and all personnel always conform to the security arrangements in force at the time.
- j) No unauthorized vehicles are allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the *Employer's Representative*.
- k) The *Contractor* is restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- l) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Contractor*
- m) The wearing of falling device's (Harness etc.) on *Employer's* site is compulsory,
- n) Road signs and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.
- o) Personnel and vehicles entering and leaving the Site are subject to routing searches.

- p) The *Contractor* makes his own assessment of and allows in his rates for those access problems that may be encountered.
- q) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.
- r) No firearms, Ammunition or explosives are allowed on the Power Station premises.
- s) Reporting for duty under the influence of liquor or intoxicating substances is prohibited.

People restrictions, hours of work, conduct and records

The Contractor is to provide the service during weekly working hours.

Health and safety facilities on the Affected Property

The contractor to report incidents to the service manager and service a manger will deploy the site emergency team to respond to the incident.

Environmental controls, fauna & flora

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

Records of *Contractor's* Equipment

The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel. Copy of tool list to be supplied to the *Service Manager*.

Equipment provided by the Employer

Not applicable

Site services and facilities

Provided by the *Employer*

Item	Date by which it will be provided
The Services Manager will arrange the induction	Before commencement of the project
Tap water and Electricity (220V and 380V)	As and when required

Provided by the *Contractor*

The following is included in the works:

- Vehicle to provide the service.
- All health and safety equipment required to complete the contract works.
- Medical clearance certificates
- All equipment and tools required to complete the contract works.
- All consumables required to complete the contract works.
- Training of personnel

Control of noise, dust, water and waste

All waste produced on the Power Station's premises must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act. 1994 Ref: ISBN0621-16295-5.

NOTE: There is no dumping or disposal site at Komati Power Station.

Hook ups to existing works

Not applicable

Tests and inspections

Description of tests and inspections

Addressed above.

Materials facilities and samples for tests and inspections

Not applicable

List of drawings
Drawings issued by the Employer.

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

Drawing number	Revision	Title
		Not applicable