



## NEC3 Term Service Contract (TSC3)

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

and

for **Domestic cleaning Service at Tutuka Power Station, GCD offices and Ash Disposal for a period of Sixty (60) Months**

---

<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b> C1.1 Form of Offer and Acceptance. C1.2 Contract Data provided by the Employer. C1.2 Contract Data provided by the Contractor.	
<b>Part C2 Pricing Data</b> C2.1 Pricing assumptions. C2.2 Price List	
<b>Part C3 Scope of Work</b> C3.1 Service Information Pro Forma Task Order	

---

**CONTRACT No.**

---

**PART C1: AGREEMENTS & CONTRACT DATA**

- C1.1 Form of Offer and Acceptance**
- C1.2a Contract Data provided by the *Employer***
- C1.2b Contract Data provided by the *Contractor***

---

- C1.3 Proforma Guarantees**

# C1.1 Form of Offer & Acceptance

**Offer**

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

**Domestic cleaning Service at Tutuka Power Station, GCD offices and Ash Disposal for a period of sixty (60) months.**

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

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

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

**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.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the Tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Bruce Moyo

Capacity \_\_\_\_\_

Tutuka Power Station

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

Eskom Holdings SOC LTD, Tutuka Power Station

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

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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X1: Price adjustment for inflation</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X2 Changes in the law</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X17: Low service damages</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X18: Limitation of liability</b>
	<div style="background-color: #cccccc; width: 80px; height: 20px; margin-bottom: 5px;"></div>	<b>X19: Task Order</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>017 799 2108</b>
	Fax No.	<b>086 660 9622</b>
10.1	The <i>Service Manager</i> is (name):	<b>Ben Khwela</b>
	Address	<b>Eskom Holdings SOC Limited Tutuka Power Station Private Bag x 2016 STANDERTON 2430</b>

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

	Tel	<b>017 799 3202</b>
	Fax	<b>086 660 9622</b>
11.2(2)	The Affected Property is	<b>Tutuka Power Station</b>
11.2(13)	The <i>service</i> is	<b>Domestic cleaning Service at Tutuka Power Station, GCD offices and Ash Disposal for a period of 60 months.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>N/A</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>21 days</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 week of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>25 April 2024</b>
30.1	The <i>service period</i> is	<b>60 Months</b>
4	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>15th of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>4 Weeks.</b>
51.4	The <i>interest rate</i> is	<b>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</b>

(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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the “Format TSSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
82.1	The <i>Employer</i> provides this insurance	as stated for “Format TSSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the “Format TSSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>



82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table 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)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
<b>9.</b>	<b>Termination</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 Weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	Will provide when the disputes arises.
	Tel No.	Will provide when the disputes arises.
	Fax No.	Will provide when the disputes arises.
	e-mail	Will provide when the disputes 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>																								
<p><b>12 Data for secondary Option clauses</b></p>																										
<p><b>X1</b></p>	<p><b>Price adjustment for inflation</b></p>																									
<p>X1.1</p>	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>????</p> <table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
proportion	linked to index for	Index prepared by																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
0.	[•]	[•]																								
[•]	non-adjustable																									
1.00																										
<p><b>X2</b></p>	<p><b>Changes in the law</b></p>	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>																								
<p><b>X17</b></p>	<p><b>Low service damages</b></p>																									
<p>X17.1</p>	<p>The <i>service level table</i> is in</p>	<p>The penalty of 10% of the task order will be deducted should the contractor fails to action the task as required by employer.</p>																								
<p><b>X18</b></p>	<p><b>Limitation of liability</b></p>																									
<p>X18.1</p>	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>	<p><b>R0.0 (zero Rand)</b></p>																								
<p>X18.2</p>	<p>For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to</p>	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></p>																								
<p>X18.3</p>	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p>	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>																								

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The end of liability date is	3 months after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
<b>Z</b>	<b>The additional conditions of contract are</b>	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 of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the

*Contractor* notifies the *Employer* within seven days of the change.

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

#### **Z4 Confidentiality**

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

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

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

---

- Z8.1 Delete the last sentence in clause 61.1 “unless the event arises from as instruction of the employer”
- 

**Z9 Employer's limitation of liability**

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

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

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

**Z11 Ethics**

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all 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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, 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 *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance****Z 12 .1 Replace core clause 83 with the following:****Insurance cover 83**

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

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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

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

**Insurance by the Employer**

86

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13 Nuclear Liability**

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

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required 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



**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

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 *Employer's* 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, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

# C1.2 Contract Data

**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	<b>R</b>
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	<b>Rate Contract excluding VAT</b>

## PART 2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
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:

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

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

basis for a change to the (lump sum) Prices is as a result of a compensation event.

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

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

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

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

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

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

## C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Hours/Km	Rate	Monthly Cost	Total
<b>Normal Working Time</b>							
1	Site Manager	Monthly	1	173			
2	Supervisor/s x 2	Monthly	2	173			
3	Safety Officer x 1	Monthly	1	173			
4	Cleaner 62 No.	Monthly	62	173			
<b>Over time</b>							
5	Cleaner (Overtime Saturday) (7 Employees). @1.5	Monthly	7	20			
6	Cleaner (Sundays/Public Holidays) (7 Employees). @2	Monthly	7	20			
7	Supervisor/s (Overtime Saturday) @1.5	Monthly	1	20			
8	Supervisor/s (Sundays/Public Holidays) @2	Monthly	1	20			
<b>Shift Workers Allowance</b>							
9	Cleaners shift workers x 6No.	Monthly	6	192			
<b>Transport</b>							
10	Transport (home-work home) 72km	/km	72	1584			
11	Transport by Avanza 7 People on Weekends and Public Holiday (home-work home) 72km	/km	72	720			
<b>Health &amp; Safety</b>							
12	PPE (Not including uniforms) (overalls, earplugs, goggles, dust mask, safety shoes, gumboot, rainsuit, helmet and arch flash.)	Yearly	65	5			
13	Medicals (All Employees)	No.	65	5			
14	Safety File	Once off	1	1			

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

Site Establishment							
15	Site Establishment	Once off	1	1			
16	Site De-Establishment	Once off	1	1			
17	Consumables	SUM	1	0			
18	Cleaning Material	SUM	1	0			
19	Machinery/Equipment	SUM	1	0			
As and when required							
20	Diesel Boom Lift 25m High Quarterly	Daily Rate	14	1			
					Total Domestic Cleaning		
					Add Contingency 10%		
					Total Estimate		

## PART 3: SCOPE OF WORK

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



### C3.1: Employer's Service Information

#### 1. Description of the service

#### 2. Executive overview

Domestic Cleaning Scope of Work: Tutuka Power Station		
1. ANNEXURE A.		
Area	Description	Frequency
A1.	<b>Floors - vinyl or similar</b>	
	Sweep and damp mop.	Daily
	Buff and polish with machine to maintain high shine, non-slip finish.	As necessary
	Strip traffic areas and re-coat	As and when requested
	Clean all floors to maintain a high gloss.	Daily
	Wash floors with an appropriate disinfectant.	Daily
	Sweep and remove all dirty marks.	Daily
A2.	<b>Floors - ceramic, granolithic or similar:</b>	
	Sweep and damp mop	Daily
	Machine scrub	Weekly
	Seal and polish	As necessary
A3.	<b>Carpeting:</b>	
	Vacuum clean with portable machines (supplied by Contractor).	Daily
	Vacuum clean but using vacuum & brush machines.	Weekly
	Shampoo cleaning followed by steam cleaning of all areas, or steam cleaning only (machine supplied by Contractor).	6 Monthly
	Ditto for corridors, entrance foyers, heavy traffic areas.	4 Monthly
	Spot clean marks, all areas.	Weekly
A4.	<b>Waste Disposal:</b>	
	Empty and wash ashtrays A4.1	Daily
	Empty and clean wastepaper baskets	Daily
	Remove all waste from dust bins	Daily
	<b>Dusting:</b>	
	Dust all low-level horizontal surfaces	Daily
	Dust all high-level horizontal surfaces	Daily
	Damp mop horizontal surfaces	Monthly
	Dust all vertical surfaces, walls, cabinets	Weekly
	Vacuum cleaning vertical carpet surfaces	Weekly
	Dust and damp-wipe venetian blinds	Monthly
	Dust all telephone instruments	Daily
	Sanitise all telephone instruments	Monthly
	Emptying of dust bins on the stairs in the station.	Daily
	<b>Walls and Paintwork:</b>	
	Dust	Daily
	Remove all finger-marks and marks	Weekly

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

	Dust wood panelling	Daily
	Damp wipe wood panelling	Weekly
	Wash tiled surfaces	Daily
	<b>Glass Doors, Partitions, Windows, and Metal Work:</b>	
A5.	Spot clean glass doors.	Daily
	Spot clean partitions glass.	Daily
	Spot clean glass inside lifts.	Daily
	Clean main doors and partitions at entrances.	Daily
	Clean exterior faces of external windows.	2x yearly
	Clean interior faces of external windows.	2x yearly
	Clean both faces of partitions and glass and doors.	As required
	Clean all frames, mullions and fittings traffic areas.	Weekly
	Notwithstanding the above, the frequency of cleaning in special areas. eg: Executive suites, can be increased as required.	Monthly and as required
	Windows must be washed once a month and when necessary.	Monthly
A6.	<b>Entrance, foyers and Fire escapes:</b>	
	Clean western main entrance and public areas (surrounding entrance, picking up of domestic waste.	Daily
	Sweep entrance and brush vacuum carpets.	Daily
	Clean doormats and wells.	Daily
	Sweep and dust fire escapes	4 Monthly
	Foam, clean, steam clean carpets	Weekly
	Sweep and damp mop fire escapes	weekly
	<b>Stairs and Landings:</b>	
	Maintain treads, risers, and landings according to finish	Daily
	Dust handrails, balustrades	Daily
	<b>Dusting:</b>	
	Dust all low-level horizontal surfaces	Daily
	Dust all high-level horizontal surfaces	Daily
	Damp mop horizontal surfaces	Monthly
	Dust all vertical surfaces, walls, cabinets	Weekly
	Vacuum cleaning vertical carpet surfaces	Weekly
	Dust and damp-wipe venetian blinds	Monthly
	Dust all telephone instruments	Daily
	Sanitise all telephone instruments	Monthly
	Emptying of dust bins on the stairs in the station	Daily.
	<b>Lifts:</b>	
	Clean interior of lifts including indicator boards	Daily
A7.	Clean door tracks	Weekly
	Maintain lift floors according to type	Daily
	Clean and remove writings inside the lifts using appropriate chemicals	Daily
	Requests lift maintenance (EMD) to give access to the lift pit so that they can be cleaned.	Weekly

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

	Clean the lift machine rooms.	Weekly
	<b>Toilets, washrooms and change rooms:</b>	
	Empty and clean waste receptacles	Twice Daily
A8.	Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant – twice a day	Twice Daily
	An approved agent should be put in toilet pans to prevent deposits forming – weekly	Weekly
	Clean and sanitise all urinals	Daily
	Approved agents should be put in basins and urinals to prevent clogging – weekly	Weekly
	Spot clean walls, doors, and partitions	Twice Daily
	Clean and polish bright metal fittings	Weekly
	Maintain floors according to type (scrub etc)	Daily
	Floors of shower cubicles to be washed with fungicide solution	Daily
	Exposed pipework to be dusted	Weekly
	Exposed pipework to be damp wiped	Daily
	Adequate supply, maintain and refill anti-bacterial hand wash soap in all liquid soap dispensers	Weekly
	Adequate supply and refill all toilet paper dispensers and paper hand towels	Daily
	Bathroom floors to be washed	Daily
	Counters tops to be washed	Daily
	All mirrors should be cleaned and polished	Daily
	Glazed and enamel surfaces should be washed with a approved liquid agent, no abrasives or scouring materials may be used	Daily
	Toilet papers to be replaced regularly during the day.	Daily
	<b>Miscellaneous:</b>	
	Acoustic screens vacuumed	Monthly
A9.	Damp wipe vinyl or similarly covered furniture	Weekly
	Vacuum furniture upholstered in cloth	Weekly
	Damp wipe and shine desktops and wooden furniture	Monthly
	Damp wipe and shine desks tops and wooden furniture in Executive offices	Weekly
	Replace sand in smokers' trays	As necessary
	Dust exposed light fittings in situ	Monthly
	Damp wipe exposed light fittings in situ	As necessary
	Clean direction boards	Daily
	Dust air conditioning diffusers	Daily
	Damp wipe air conditioning diffusers	Monthly
	Dust and wipe overhead pipe work (etc)	Quarterly
	MMD workshop machines: clean coolant sumps	Twice / month
	Treat upholstered parts of furniture / sofas with an approved agent – monthly.	Monthly

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

	Passages and footways should be swept with appropriate brooms and dirty spots removed	Daily
	Pick up all rubbish on paving – daily.	Daily
	Sweep paving with a hard broom – daily.	Daily
	Walkways should be washed and scrubbed with soap and water	Weekly
	DHP workshop unit 5	Weekly
	Park homes unit 6, GCD and next to medical station	Daily
	<b>Kitchen Area - Main Canteen</b>	
	Empty and clean all waste receptacles	Daily
A10.	Clean working areas	Daily
	Clean basins	Daily
	Spot clean all low surfaces, including cabinets (inside and outside) and wall tiles	Daily
	Wash all dishes.	Daily
	Ovens clean convection ovens and industrial stove and electric kettles	Daily
	Deep cleaning to be done once a month.	Once a month
	The fat trap to be cleaned twice a week.	Twice a week
	The 2 Canopies (Extraction systems) to be cleaned once a month.	Monthly
	The Catering Cleaners to be provided with White uniforms.	Always
	The soap used to wash dishes at the canteen must be food graded soap.	Always

**3. Employer's Requirements for the Service**

- The Contractor to supply, Industrial cleaning chemicals, paper towels, toilet paper, deo block, toilet sprays and refuse bags, cleaning machinery, own transport, cleaning equipment, any other equipment/chemical that will be necessary for cleaning purposes and also the people to do the cleaning on a daily basis.
- The cleaning chemicals shall be approved by SABS.
- The cleaning chemicals for the kitchen shall be according to relevant prescripts.
- The cleaning must be done as per the provided cleaning schedule.
- The Contractor will provide a clear cleaning checklist for the cleaning of all areas as specified above.
- The Contractor will have to provide their own equipment (Machinery) to clean the high windows and all other areas that will be cleaned. Roof of Admin Entrance should be cleaned monthly.
- The Contractor is responsible to supply all the necessary labour required to do the cleaning of the areas.
- The Contractor is responsible for submission of health and safety file prior to commencing of work.
- The Contractor is responsible for maintaining of the Contractor health and safety file.
- The Contractor is responsible for the induction of his/her project staff and personnel.
- The Employer will be responsible to co-ordinate area specific induction.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- The Contractor is responsible for the accommodation and transportation of personnel, tools and equipment.
- The Contractor is responsible to ensure that all Eskom rules and regulations are complied with
- The Contractor must develop and submit a Material Safety Data sheet (MSDS) for all the chemicals to be used on site and if a new chemical is added/ removed the inventory list must be reviewed and submitted again.
- Twice daily means the specified area will be cleaned in the morning and cleaned again after lunch.
- All chemicals must be stored in relations to the applicable legislations and other statutory applicable requirements. No chemicals must be stored in Cold drink bottles.
- The contractor must ensure that all waste streams generated during the duration of the contract is discarded in line with the Tutuka Waste Management Procedure in conjunction to the applicable Legislation or Acts.
- Lack of compliance will be penalized on the basis of surface area and maintenance specification the contract is quoted for as a whole with infrastructure and management expenses spread proportionally to all areas. Any alteration or exclusion of an area from the total areas quoted for may necessitate a review of the quoted price.

**3.2 Undertaking and Responsibilities**

- Subject to the terms and condition as set out in this agreement and read in conjunction.
- The supplier agrees to provide all management, labour, supervision, transport, equipment, materials tools, PPE specific to the area such as Arc flash suits and acid resistant overalls and consumables to carry out the services as specified in compliance with the Employer.
- Environmental policy and the other conditions he may have deemed fit to impose.
- The supplier will comply with the rules, regulations and standards in force at the workplace.
- (Emphasis on Safety, Health and Environmental compliance to regulations)
- The agreement will be enhanced by regular and open communication, joint planning, co-operation and the sharing of responsibilities around the image and specific culture of the business unit.
- Safety file to be approved by Tutuka safety before work can commence.

**3.3 Recommended Equipment and Tools to Perform All Activities, To Be Provided by Contractor**

- Commercial vacuum cleaners - Dry Vacuums; Wet & Dry Vacuums; and Carpet & Upholstery Cleaners),
- Cleaning Equipment (Single Disc Machines; Scrubbers and Dryers; and Sweepers),
- Commercial carpet cleaners
- Interim Extractors for deep cleaning
- Window Cleaning Equipment
- Step ladders 6ft and extension
- The limits of the responsibility for this scope are as follows:
- Supply of necessary tools, machinery and equipment to complete the works.
- Supply of labour to complete the works.
- Staff transportation as per prescribed Eskom safety procedures/Safe work procedures
- *Contractor* to supply correct PPE as per prescribed Eskom safety procedures, regulations and
- Construction regulations

- Safety file to be approved by Tutuka safety before work can commence.

### 3.4 Domestic Cleaning at Tutuka Power Station, GCD Offices and Coal Stockyard for A Period of 60 Months

Eskom will inspect the condition of the following cleaning equipment that is needed (before the contract starts):

Vacuum Cleaners

Brooms

Mops

Buckets

Ladder (Long)

Ladder (short)

Industrial carpet washer

High pressure water washers

Industrial strength steam cleaner (similar or equal to the Gemini)

### 3.5 General

All work undertaken must be done in accordance with workflow service and other things provided by the *Employer*.

- The *Contractor* will familiarize himself with the plant and the dangers/hazards of obstacles in the vicinity of lifting beams/equipment and all power-driven machinery that require load testing, as Eskom will not be liable for any occurrence that can lead to a compensation event.
- Work Permit Risk Assessment Form must be completed before each task.
- The *Contractor* must provide proof of experience and qualifications, medical certifications of all personnel.
- The *Service Manager* will verify that the work performed as per Assessment is in fact a true reflection of work performed. Support documentation will be required from the *Contractor*.
- All PPE to be provided by *Contractor* and must be SABS approved.
- Good housekeeping at all times, the *Contractor* must clean and remove all debris after completing a task.
- When entering the site after hours and if the person is without an Eskom identification card the entrance register must be filled in at the Main entrances' gates.
- All *services* must be done according to the Eskom standards and procedures.
- All work to be done must be done under a permit to work that will be provided by Eskom.
- The Eskom Lifesaving rules to be adhered to
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per Eskom standard, to be current at all times (Live Document)
- Daily time sheet must be kept up to date, reflecting all work performed on daily basis. Eskom *Contractors*
- Time sheet to be used.
- Good housekeeping to be maintained at all times.
- Safety (Zero harm policy)

All work to be done under the Construction Regulations.

#### 4. Interpretation and Terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment.
SABS	South African Bureau of Standards
GCD	Group Capital Division
MSDS	Material Safety Data sheet
COID	Compensation for Occupational Injuries and Diseases
OHSA	Occupational Health and Safety Act

#### 5. Management Strategy and Start up

#### 6. The Contractor's plan for the service

- To be discussed before the task can be carried out between the Contractor and Employer.
- Programme to be supplied on request on a signed hard copy as well as a soft copy as per the scope of work.
- Contractor and service manager will do a final inspection on the completion of the scope of work before signing of any documents.
- No work shall commence until the scope of work has been finalised and accepted by both the Service Manager and Contractor.
- The contractor is service based with a penalty applicable for lack of performance. A penalty with a maximum of 5% of the monthly contract value is deductible for any non-compliance to the contract KPI' will be in line with Eskom KPI's and will be provided to contractor before the start date.
- Performance reviews will be conducted monthly. The performance penalties are reviewed annually. The employer and the contractor will both review the performance penalties and will have to agree to the new/additional before the are implemented.

Services Rendered	Turnaround time	Performance Measure
Domestic Cleaning services at Tutuka Power station, Ash Disposal, Coal, GCD offices and Real Estate offices.	Monday to Friday or/and in relation to contractors work schedule.	Contractor performance will be assessed in accordance with a Performance Appraisal Process.

#### 7. 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	Before work commence	Tutuka Power Station	Site Manager, Safety officer, Site Supervisor
Site meeting	Once every three months	Tutuka Power Station	Site Manager, Safety officer, Site Supervisor
Risk registers and compensation events	TBC	TBA	TBC

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

Overall contract progress and feedback	Monthly	TBA	Employer and Contractor
--	---------	-----	-------------------------

Attendance of meetings as required by *Service Manager* such as:

- Tutuka Power Station Contractors Safety Meeting (monthly)
- Section daily meetings
- Assessment meeting
- Any meeting requested by the Employer or Contractor
- Meeting Minutes must be kept.
- Attendance registers to be signed by all and kept in Employer File
- All assessment meetings are compulsory.

Regular meetings to be held such as safety and planning meetings, early warning, and compensation event meetings every week.

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.

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.

**8. Contractor’s Management, Supervision and Key People**

Skill	Grade and Related Experience
1x Site Manager	Grade 12 + 4 years Five Years related experience, NEC
2x Supervisor/s	Grade 12 + 3years Two years related experience
1x Safety Officer	Grade 12 + 3years Three years related experience
62x Cleaners	ABET 2 (grade 7) or equivalent. One-year related experience

NB: Contractor recruits from the local community. All Contractors employees shall be trustworthy and have no criminal records.

**8.1 Staff Uniform**

- Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times.
- Provide all personnel working under this contract with uniforms, which state the name of the Supplier and that can be clearly identified from other Service Providers and Tutuka Power Station personnel.



## 8.2 Transport of Staff

- Ensure that all work performed, and all vehicles, plant and equipment brought into or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Tutuka Power Station.
- The Supplier to ensure that no employee will be transported in the back of open vehicles.
- No person may be transported in the back of vehicles closed by means of canopies, unless provided with proper seating and safety belts.

## 8.3 Accommodation

- All accommodation costs will be for the supplier's account.
- The employer does not provide any accommodation or feeding facilities for the contractor the contractor's employees and / or their families.

## 8.4 Industrial Relations

- The Supplier must ensure that he complies with the minimum wage requirement as prescribed by law and all other Labour Relations Acts.
- Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE and Workmen's Compensation etc.

## 8.5 Infrastructure

### ESKOM will supply:

- A storage facility for equipment and materials.
- Electricity.
- Water points.

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

### Quality Plan

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- Eskom will do inspections and quality checks on services provided by the contractor.

## 8.7 Interaction with Customers / Parties Affected

- The Contractor will be responsible for external disputes which may occur with regard to the works.

## 8.8 Payment

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day.

## 8.9 Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

## 9. Provision of bonds and Guarantees

Not applicable.

## 10. Documentation Control

### 10.1 Procedure, Records and Reports

### 10.2 Health and Safety Management

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
- The Construction Regulations, 2003.
- The Health and Safety Requirements of the Employer more fully set out in Distribution Standards DISPVABF3 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence) and SCSPVABN2.
- All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
- The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in SCSPVBN2. The Responsible Person shall always supervise the works and be available to take permits where necessary.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
  - supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
  - supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - do safety audits at the Contractor's premises, its workplaces and on its employees;
  - refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- Issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
- The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The Contractor shall submit a Safety Plan at Tender stage.

**10.3 Construction Safety**

- The Contractor shall be responsible for ensuring that all equipment supplied and used, and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence, or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise.

#### **10.4 Compensation for Occupational Injury and Diseases Act**

- The Contractor shall submit with his tender proof of adherence to the above act.
- General Environmental Management Requirements
- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water, and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom’s basic environmental principles and commitments (covered during Eskom Environmental Law Course)

#### **10.5 Waste Disposal**

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

#### **10.6 General**

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use “local” labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer.
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom’s specifications, standards and regulations.
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom’s national, Provincial, and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract.

#### **10.7 Supplying Cleaning Material**

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement, or environmental legislation.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances \

**10.8 Title to Site Materials**

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft, and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store.

**10.9 Meetings**

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week.

**10.10 Use of standard forms**

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract.

**11 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:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase order number
- CPA calculation sheet
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per the *Employer*
- Invoicing procedure / instruction
- Invoices and a Copy of the Assessment with a Service Entry number to be send to the financial department as per the *Employer's* Invoicing procedure / instruction

**12 Contract Change Management**

Any change of the contractor's company ownership should be communicated through to the Service Manager. Failing to do so, this may lead to contract termination. If the employer's services Manager authority changes the contractor will be notified by the employer as soon as possible to ensure that the contractor follow the correct communication channels.

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- The *Contractor* does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication.
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

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

In order to substantiate the defined cost of compensation events, the employer may require the contractor to keep records of amounts paid by him for people employed by the contractor.

The contractor's site manager will complete the site daily log, and this will be submitted to the Services Manager for his signature at the end of shift.

All communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the Services Manager.

**14 Insurance provided by the Employer**

As stated in contract data, within the service agreement.

**15 Training Workshops and Technology Transfer**

Contractor to provide a plan on how his personnel will be divided to attend all required training.

**16 Design and Supply of Equipment**

All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

**17 Things provided at the end of the service period for the Employer's use****18 Equipment**

None.

**19 Information and other things**

All reports / documents to be compiled, filed, discussed, and handed over to the Employer on a weekly basis (the day in the week to be announced by Employer) and at the end of the service.

The Contractors safety file will be handed over to the Service Manager and will be saved for 40 Years after completion / termination of the contract.

## 20 Management of Work done by Task Order

All work will be done in terms of task order (refer to the attached: (Annexure A). SAP PM's will be used to manage work done.

## 21 Health and Safety, the Environment and Quality Assurance

### 22 Health and Safety Risk Management

The *Contractor* shall comply to Eskom's SHREQ responsibilities and all lifesaving Rules and Regulations. No employees will be allowed into workplace without proper protective clothing at any given time. Therefore it is the responsibility of the contractor to provide employees with suitable protective clothing for workplace.

The contractor shall comply with a compensation for Occupational injuries and diseases Act (COID); Adhere to Eskom and Tutuka Power Station's zero tolerance for non-compliance; National Environmental Management act 107 of 1998.

The contractor undertakes to take all reasonable precautions to maintain the health and safety of person in and about the execution of the service, without limitation the contractor accept that the employer may appoint him as the "principal Contractor " ( as defined and provided for under the Construction Regulation 2003 (promulgated under the occupational Health & safety Act 85 of 1993) ("the Construction Regulations") for affected property : warrants that the total of prices as at the Contract date includes a sufficient amount for for proper compliance with the construction Regulations.

All applicable health & safety law and regulations and health and safety rules 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 law and regulations and rules, guidelines and procedure otherwise provided for under this contract and ensure that his Subcontractors, employees and others under the contractor's direction and control, likewise observe and comply with the foregoing. The contractor in an about the execution of the service, complies with all applicable environmental laws and regulations and rules, guideline and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and other under the contractor's direction and control, likewise observe and comply with the foregoing.

## 23 Environmental Constraints and Management

All service providers appointed to render any services within Eskom Tutuka Power Station are required to comply with the station's environmental Management System requirements.

NB: Before commencing with any work, the service provider is required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the contractor shall comply with during the service. The service provider together with Eskom's Environmental practitioner shall sign in the environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the service by paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Tutuka Power Station and any service providers.

It should always be noted that Tutuka Power Station is ISO 14001 certified and therefore promotes integrate Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Tutuka Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management., with the objective of improving overall environmental performance. The contractor must consult wit Tutuka Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001:

- Environmental policy
- Environmental legal and other requirements
- Risk assessment/Aspects & impact register
- Improved management of monitoring (e.g., computers adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.

Continuous commitment towards complying with operational controls such as instructions operational procedures etc. (either provided by contractor or by Service Manager) as well as emergency preparedness and response procedures/plans.

The contractor shall continually evaluate the compliance to legal requirements e.g., sewage treatment plant permits and other applicable legislation), this could also be documented within the monthly environmental site inspections reports. Tutuka Power Station's procedure for non-conformity, corrective action and preventative actions shall be followed in case of the environmental incident's contingency plans.

### **23.1 Environmental Management Programmes**

Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

### **23.2 Audits**

Audits covering various Environmental aspects, Safety, Operational, IBI and maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies., Directives, Procedures etc.



## **24 Quality Assurance Requirements**

The contractor shall be required to demonstrate by means of a contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Contract Plan (QCP), is to be drafted in accordance with QM-58 and the supplier Contract Quality Requirements Specification (QM58). The Quality documents are to be submitted for approval to the Service Manager within thirty (30) days after contract has been awarded to the contractor.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the project manager. The contractor, in conjunction with the Service Manager must sign off all Quality Control documents after completing all work as per the agreed scope of work. The Contractor o submit a copy of the final signed off documents/data packages to the Service Manager within one (1) week after completion of work.

The contractor shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and copy is to be kept in possession or on premises.

The contractor shall comply with all Employer's requirements as set out in QM-58 (Supplier Contract Quality Specification).

The Contractor further ensures that the subcontractor's programmes comply with the requirements of the Service information.

The Contractor notifies the Services Manager of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts or sub orders and subcontracts.

The Suppliers Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the Contractor acknowledges and agrees to comply with and adhere to Eskom's policies and Procedures (current and/or latest revisions) including the Supplier contract Quality Requirements Specification (QM58).

### **24.1 Contract Quality Management Plan Requirement**

The contractor prepares a contract quality management plan that where appropriate, indicates the following:

- Indicates the interface with the Contractors quality system and applicable documents such as procedures and work instructions.
- Establishes communications channels between the Contractor and the Services Manager in respect of quality and the integration o such with the prescribed contract communication channel.
- Indicated how specific subcontractors will be monitored.
- Identifies items or activities for which quality control plans will be prepared.
- Identifies the specifications, drawing and acceptance criteria for material for which quality control plans are not required.
- Identifies the areas or processes requiring special controls.
- Identifies the contractor's Management Representative and personnel responsible for the control of quality activities and their relationship to the Contractor management structure.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

- Identifies the documents which are to be submitted to the Service Manager.
- Indicates the Contractor's quality monitoring programme.

The Contractor periodically updates the contract quality Management plan to reflect changes in any of the above details. The frequency of such updates is determined by the Services Manager but will not be greater than one year.

**25 Procurement****26 People****27 Minimum Requirements of People Employed**

The Contractor's Site manager shall ensure that only qualified people will be allowed to work at Tutuka Power Station to provide the required service. The Services Manager shall be entitled to verify the qualifications of the key people.

Note: The Service Manager and the Contract Supervisor must verify qualifications of all people that will be employed for this contract.

**28 BBBEE and Preferencing Scheme**

Where a change in the Contract'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-day of the change.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Whereas a results the contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses.

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

Not applicable.

**30 Plant and Materials****31 General Specifications**

- Health and Safety Requirements.
- Environmental Requirement
- Site Regulation and access control

**32 Correction of Defects**

The Contractor needs to correct defects within 24 hours.

**33 Contractor's Procurement of Plant and Materials**

The contractor shall ensure that since they will be working together with Eskom employers there is harmony and good relationship in their endeavour to further the needs and expectations of Tutuka Power Station employees. No damage on Eskom properties including vehicles.

## **Meetings**

There will be toolbox talk safety meetings daily for the employees regarding the status of their work and the station SHEQ information and work stoppages.

## **34 Working on the Affected Property**

### **34.1 Employer's Site Entry and Security Control, Permits, and Site**

The supplier will obtain access control from Protective services, once their safety file it's approved, and induction was completed by the supplier employees thereafter permits will be issued. The contractor personnel shall be required to be always in possession of an access permit.

In order to assist protection Services with the issuing of permits and the identification of personnel on site the successful contractor is to supply a list of all of all employees at least 72 hours prior to entry of the Security area.

The list must be delivered to Protection Services, and it should contain the following information:

- Employee Name, Surname & ID number
- Employee certified ID copy
- Proof of safety induction

Access permits must be returned to protection services when the workers/leave the site, after completion of the services, or upon earlier termination of service of a worker during the contract period. The Contractor must compile a detailed list of all tools and equipment (Including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the contractor, it will be used again when the tools and equipment are removed from site after the completion of the services.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permit will not be issued for the removal of any tools or equipment that are not specified on the tool list.

No unauthorised vehicles will be allowed on site. Only contractor's vehicle with displayed contract vehicle permit disks will be allowed on site. Contractor vehicle applications should be directed to the Service Manager.

### **34.2 Fire Precautions**

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

All exit doors, fire escape routes, walkways, stairs landings and access to electrical distribution boards must be kept free of obstruction, and not be used for or storage at any time. Fire-fighting equipment must always remain accessible.

In case of a fire, report the location and extent of the fire. Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

### **34.3 Reporting 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 Re-occurrence of the same incidents. The contractor is expected to fully co-operate to achieve this objective. The Services manager must be informed immediately of any incidents and any damages to property or equipment must be reported within 12 hours.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

NB: This report does not relieve the contractor of his legal obligation 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.

**34.4 Speed Limit**

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be always adhered to on the premises.

**34.5 Healthy and Safety Arrangements**

The contractor must ensure that all employees attend a Health and Safety Induction Course prior starting with their duties. The induction can, on request, be provide by the employer and it will be valid for the duration of the services.

Safety Risk Management has the right and authority to visit and inspect the contractor's workplace or site establishment to ensure that tools, machinery, and equipment comply with the minimum safety requirements.

The Services Manager shall be entitled to instruct the contractor to stop work, without penalty to the employer, where contractor's personnel fail to confirm to safety standards or contravene health and safety regulations. The Service Manager is entitled to call the contractor to discipline his employees and to submit implemented additional health and safety precautions where necessary.

The contractor will provide all his personnel with the required personal protective Equipment. Risk assessment, pre-job Briefs, Post -Job Briefs & Job Observations will be conducted for all jobs. All construction Regulation – safety requirements should also be adhered to.

- Safety Plan
- Fall protection Plan
- 161 and 162 appointments

**35 People Restrictions, Hours of Work, Conduct and Records**

The contractor provides the service at Tutuka Power Station premises during working hours. The service will be done from Monday to Friday, any work overlapping over the weekend it will be on contractors' agreement between him/herself and the employees. Eskom won't be liable in this regard. The contractor will work in the time as planned with the employer. Interfacing may be required with other contractor and employer personnel working in the area. Employees must sign in daily and submit monthly attendance register signed by the supervisor. The attendance register must be submitted monthly t the contracts manager.

**36 Health and Safety Facilities on the Affected Property****36.1 Medical Facility**

The contractor provides a First Aid service to his employees. In the case where these prove to be inadequate, as in the event of a serious injury, the employer's medical centre and facilities will be available.

Outside the employer's office working hours, the employer's first Aid services will only be available for serious injuries and the life-threatening situations.

The employer shall be entitled, however, to recover the cost incurred in the use of the above employer's facilities, from contractor.

**37 Environmental Controls, Fauna & Flora**

All the work includes with relevant Environmental regulation as required.

**THE PROVISION OF DOMESTIC SERVICES FOR A PERIOD OF 60 MONTHS AT TUTUKA POWER STATION**

If the work includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the contractor uses such hazardous substances in accordance with the applicable regulation and procedures and is disposed off by contractor in accordance with applicable law.

**37.1 Refuse Disposal**

The employer will provide an empty special colour coded bins for refuse disposal. The contractor shall ensure that all workers under his control strictly adhere to the use of refuse bins for the full duration of the services, the contractor is responsible to keep the work area clean of any rubble and to place all refuse into the bins provided.

**38 Cooperating with and Obtaining Acceptance of Others**

Not applicable.

**39 Records of Contractor's Equipment**

The contractor to keep record of Equipment on site including whether it is owned or hired and submit to contracts Manager where changes occur.

The Contractor shall ensure that all the plant, machinery, equipment and/or vehicles it may wish to utilise at the Project Site is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of OHSA.

In accordance with the provisions of Section 10(4) of OHSA, the Contractor hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Project Site, or manufactured, sold or supplied to or for the Principal, and which the Contractor uses complies with all the prescribed requirements and will be safe and without risks to health when properly used.

**NO USAGE OF PRINCIPAL'S EQUIPMENT**

The Contractor hereby acknowledges that it's Employees shall not be permitted to use any materials, machinery, or equipment of the principal unless the prior written consent of the principal has been obtained, in which case, the Contractor shall ensure that only those persons authorised to make use of the same, have access thereto.

**40 Equipment Provided by the Employer**

None.

**41 Site Services and Facilities**

Provided by the Employer.

**41.1 Portable Water**

The contractor may utilize water points on site.

**41.2 Electrical Power**

Contractor may utilize power on site.

**41.3 Sanitary Facilities**

Permanent facilities to serve the Power Station terrace are provided by the employer.

**41.4 Waste Removal**

Household waste removal to the bins, as provided on site by employer, is the responsibility of the contractor.

**41.5 Telecommunication**

Connections are available, the contractor applies via the project manager for a connection. Connection fees and calls are for the contractor's account.

**42 Provided by the Contractor**

Not applicable.



**45 List f Attachment/Annexures**

**45.1 Task Order - Annexure A**

**Task Order**

**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis**

Task Order No. \_\_\_\_\_ *service*  
 To:.....  
 ..... (Contractor)

I propose to instruct you to carry out the following task:

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Employer*)

Total of Prices for items of work on the Price List (details attached) R. \_\_\_\_\_

Total of Prices for items of work not on the Price List (details attached). R. \_\_\_\_\_

Total of the Prices for this Task Order R \_\_\_\_\_

The programme for the Task is ..... [ref] (attached)

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task


Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(for *Employer*)



**45.2 Health and Safety Representative Appointment - Annexure B**

**QUALITY ASSESSMENT CHECKLIST TO BE CONDUCTED ON THE LISTED ITEMS, ON PER "WORKS ORDER".**

	
<b>HEALTH AND SAFETY REPRESENTATIVE APPOINTMENT (SECTION 17)</b>	
AUTHORIZED SECTION 16(2) ASSIGNEE D SECTION 16 (2) ASSIGNEE:	
I HAVE BEEN ASSIGNED BY AN AUTHORIZED 16(2) WITH THE DUTY OF ENSURING COMPLIANCE WITH THE OHS ACT WITHIN MY AREA OF RESPONSIBILITY.	
I HEREBY ASSIGN YOU TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN TERMS OF SECTION 17.	
<b>ASSIGNMENT</b>	
I, (AUTHORIZED 16(2)) _____ DO HEREBY DESIGNATE _____ TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN THE FOLLOWING AREA(S): _____ _____	
<b>DESIGNATED FUNCTIONS AND AUTHORITY</b>	
AS THE HEALTH AND SAFETY REPRESENTATIVE FOR YOUR AREA OF DESIGNATION, YOUR FUNCTIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO:	
* REVIEWING THE EFFECTIVENESS OF THE HEALTH AND SAFETY MEASURES WITHIN YOUR AREA OF DESIGNATION.	
* ASSESSING THE POTENTIAL HAZARDS TO THE HEALTH AND SAFETY OF THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION.	
* INVESTIGATING THE CAUSES OF INCIDENTS WITHIN YOUR AREA OF DESIGNATION, AND ALL COMPLAINTS FROM THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION, RELATING TO THEIR HEALTH AND SAFETY.	
* INSPECTING THE WORKPLACE AND REPORT ON SUCH INSPECTION, AND THE ASPECTS MENTIONED IN (A), (B) AND (C) ABOVE, TO THE EMPLOYER.	
* PARTICIPATING IN THE INVESTIGATIONS INTO INCIDENTS, WITHIN YOUR AREA OF DESIGNATION, AS CONTEMPLATED IN SECTION 18.	
* YOU SHALL SERVE ON THE RELEVANT HEALTH AND SAFETY COMMITTEE. SECTION 19 (2) (A)	
_____ AUTHORIZED (16)2 SIGNATURE	_____ DATE
<b>ACCEPTANCE OF DESIGNATION</b>	
I, _____ DO HEREBY ACCEPT THE ABOVE ASSIGNED DUTIES AND ACKNOWLEDGE THAT I UNDERSTAND THE REQUIREMENTS OF THIS DESIGNATION.	
THE APPOINTMENT IS WITH EFFECT FROM _____ UNTIL _____	
_____ DESIGNATED SECTION 17(1) SIGNATURE	_____ DATE

**45.3 Modern Eskom - Incident Notification Form/Flash Report - Annexure C**

**(FLASH REPORT)**

**Model Eskom Employee Incident Notification Form**

**Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)**

REGION: ..... DEPARTMENT: .....

UNIT/SECTION: .....

EXACT LOCATION OF INCIDENT: .....

MANAGER/SUPERVISOR: .....

TELEPHONE NUMBER: CODE: ..... NO: .....

FAX NUMBER: CODE: ..... NO: .....

DATE OF INCIDENT: ..... TIME OF INCIDENT: .....

**INJURY TYPE:**

FATAL       DISABLING INJURY DISEASE       MEDICAL CASE       FIRST AID       OCCUPATIONAL

**INCIDENT TYPE:**

ELECTRICAL CONTACT       VEHICLE INCIDENT       ENVIRONMENTAL INCIDENT       FIRE/EXPLOSION INCIDENT

BRIEF DESCRIPTION OF INCIDENT: .....  
.....  
.....

**FULL NAMES OF INJURED/DECEASED PERSONS:**

1 ..... 3 .....  
2 ..... 4 .....

**FULL NAME(S) OF THE DRIVER(S):**

(Eskom) ..... (Third party) .....

**MOTOR VEHICLE(S) REGISTRATION NUMBER(S):**

(Eskom) ..... (Third party) .....

**WITNESSES**

1. .... 3 .....

**SUBSTANCE ABUSE TEST RESULTS**

Positive

Negative

REPORTED BY: ..... TEL NO: ..... DATE: .....

45.4 Model Public Incident Notification Form/Flash Report – Annexure D

Model Public Incident Notification Form

Urgent flash report to be GroupWised to Regional Risk Manager (to be reported before the end of shift or day)

REGION: ..... AREA/FARM/TOWN .....

UNIT/SECTION: .....

S.A CITIZEN [ ] PREVIOUS [ ] FOREIGNER [ ] PREVIOUS [ ] CONTRACTOR [ ]
TBVC MUNIC

DATE OF INCIDENT: ..... TIME OF INCIDENT: .....

INJURY TYPE:

ELECTRICAL CONTACT [ ] INJURY [ ] NO INJURY [ ] ANIMALS INJURED/ [ ]
FATALITY KILLED

VEHICLE & NON CONTACT [ ]
FATALITY

INCIDENT TYPE:

ELECTRICAL CONTACT [ ] VEHICLE & NON ELECTRICAL [ ] DAMAGE [ ] NO DAMAGE [ ]
CONTACT

ESKOM VOLTAGE INVOLVED ..... kV NETWORK: .....

INCIDENT CAUSED BY / TYPE OF INCIDENT:

- Low hanging conductor/conductor on ground. Climbing of structures/poles
Unlawful entry/vandalism
Illegal connection
Telkom line into Eskom line
Staywire live/loose
Irrigation pipe into line
Fire
External contractor incident/sub-contractors
Other (describe)
Tipper truck/cherry picker/borehole machine/crane into line
Stacking/piling/building under or near line
Aircraft/parachutist/helicopter/hanglider into line
Tree onto line/object into line
Conductor/cable theft
Vehicle collision Eskom apparatus
Eskom motor vehicle accident
Eskom construction holes

FULL NAME(S) OF INJURED/DECEASED PERSON(S):1 .....

FULL NAME(S) OF THE DRIVER(S):

(Eskom)..... (Third party).....

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom)..... (Third party).....

WITNESSES

1.....2.....
3 .....

DESCRIPTION OF INCIDENT: .....

.....
.....

REPORTED BY: ..... D