

ESKOM HOLDING SOC LTD

PROJECT OR CONTRACT TITLE:

The provision of cleaning services at the AWR dams, all Pollution Control Dams, Ash Dam Decanting systems, Oil skimmer operation & oil skimmer cleaning, Terminal Reservoirs cleaning at Grootvlei Power Station and cleaning of Clarifiers and sludge Dams at Vaal dam “as in when required” for period of 60 months.



## NEC3 Term Service Contract (TSC3)

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

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

for The provision of cleaning the AWR dams, all Pollution Control Dams, Ash Dam Decanting systems, Oil skimmer operation & oil skimmer cleaning, Terminal Reservoirs cleaning at Grootvlei Power Station and cleaning of Clarifiers and sludge Dams at Vaal dam “as in when required” for period of 60 months.

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**CONTRACT No.**

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## **PART C1:       AGREEMENTS & CONTRACT DATA**

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# C1.1 Form of Offer & Acceptance

## Offer

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

**The provision of cleaning the AWR dams, all Pollution Control Dams, Ash Dam Decanting systems, Oil skimmer operation & oil skimmer cleaning, Terminal Reservoirs cleaning at Grootvlei Power Station and cleaning of Clarifiers and sludge Dams at Vaal dam “as in when required” for period of 60 months.**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

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

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

Note:

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

No.	Subject	Details
1	<b>Life Saving Rules</b>	<b>Zero tolerance to deviations</b>
2	<b>Access Control</b>	<b>Ash Dam access control to be always adhered to.</b>

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

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

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

*(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
<b>1</b>	<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: 100px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
	<div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div>	<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
	<div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div>	<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 20131 (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person 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>011-800-2101</b>
	Fax No.	<b>011-800-5684</b>
10.2	The Appointed <i>Service Manager</i> is	<b>Sibongile Mtshweni</b>
	Address	<b>GROOTVLEI POWER STATION PRIVATE BAG X GROOTVLEI 2420</b>
	Tel	<b>017 779 8590</b>

Email  
The authority of the service manager is:

[nkosisei@eskom.co.za](mailto:nkosisei@eskom.co.za)  
To manage the execution of the contract in terms of the contract conditions.

11.2(2)	The Affected Property is	East terrace, Coal Stock Yard, South Terrace, AWR dams 6millions and 13millions, Ash dam Decanting systems, filter drains, Terminal reservoirs at Grootvlei and Vaal dam clarifiers and sludge dams.
11.2(13)	The <i>service</i> is	The provision of cleaning the AWR dams, all Pollution Control Dams, Ash Dam Decanting systems, Oil skimmer operation & oil skimmer cleaning, Terminal Reservoirs cleaning at Grootvlei Power Station and cleaning of Clarifiers and sludge Dams at Vaal dam “as in when required” for period of 60 months.
11.2(14)	The following matters will be included in the Risk Register	1. Inclement weather conditions. 2. Inability of the Contractor to perform the work at the required time (time delays) 3. Industrial actions (Community/ Labour unrest). NB: To be discussed during the kick of meeting.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it refers.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Three (5) working days
<b>2</b>	<b>The Contractor’s main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Four (4) weeks of the Contract Date
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Sixty (60) Months
<b>4</b>	<b>Testing and defects</b>	unblocking of suction lines “as in when required”

<b>5 Payment</b>		
50.1	The <i>assessment interval</i> is	<b>Between the 14<sup>th</sup> and 25<sup>th</sup> day 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>Thirty (30) working days.</b>
51.4	The <i>interest rate</i> is	<p><b>(i) zero percent above 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</b></p> <p><b>(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></p> <p><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 <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</b></p>
<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>8</b>	<b>Risks and insurance</b>	
8.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li><b>1. Business Productivity Programme</b></li> <li><b>2. Negligence or Breach of statutory requirements</b></li> </ol>
8.2	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).</b>
8.3	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>

(See Annexure A for basic guidance)

8.4	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
8.5	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
8.6	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
8.7	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
<b>9</b>	<b>Termination</b>	There is no Contract Data required for this section of the <i>conditions of contract</i> .
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Four (4) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )

W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	<b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
<b>The provision of cleaning the AWR dams, all Pollution Control Dams, Ash Dam Decanting systems, Oil skimmer operation &amp; oil skimmer cleaning, Terminal Reservoirs cleaning at Grootvlei Power Station and cleaning of Clarifiers and sludge Dams at Vaal dam “as in when required” for period of 60 months.</b>		

**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>		
<b>X1.1</b>	The <i>base date</i> for indices is	<b>[•].</b>	
	The proportions used to calculate the Price Adjustment Factor are:	<b>Proportion</b>	<b>linked to index for</b>
		<b>10%</b>	<b>Labour</b>
		<b>10%</b>	<b>Travelling</b>
		<b>65%</b>	<b>Yellow Plant</b>
		<b>15%</b>	<b>non-adjustable</b>
		<b>100%</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this Option</b>	
<b>X17</b>	<b>Low service damages</b>		

X17.1	The <i>service level table</i> is in				
	<b>The penalty is calculated as follows:</b>			<b>Expectatio n/Target</b>	<b>Penalty per Task Order</b>
5% of TASK ORDER	Plant/ Machine Availability (5%)	Breakdown Turnaround time to repair minor defects	<12hrs	1%	
		Machine/ Plant replacement	<48hrs	1%	
	Planning and Execution (2%)	Site establishment	<3 days late	0.5%	
		Late completion	<3 days late	0.5%	
	SHEQ Performan ce (3%)	Safety compliance (monthly score)	95%	1%	
		Environmental incidents.	<1 day late	0.5%	
		Alcohol Transgressions	0	0.5%	

<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <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></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• Infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<ul style="list-style-type: none"> <li>• <b>Three (3) days of receiving the Task Order</b></li> </ul>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<ul style="list-style-type: none"> <li>• <b>Z1 to Z11 always apply.</b></li> </ul>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.	
<b>Z2</b>	<b>Joint ventures</b>	

- 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 substantially 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 Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

### **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

**Z5 Confidentiality**

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7.2

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

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

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

**Z9 Notifying compensation events**

- Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

**Z10 Employer's limitation of liability**

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

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

- Z11.1 or had a judicial management order granted against it.

## Annexure A: Insurance provided by the Employer

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

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

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

ESKOM HOLDING SOC LTD

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

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

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

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

## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1.Name: Job: Responsibilities:  Qualifications: Experience: 2.Name: Job: Responsibilities:  Qualifications: Experience:	<b>Site Supervisor</b>  <b>Site supervision and technical support for project activities</b>  <b>Grade 12 + 3 Technical</b> <b>3 years</b>  <b>SHEQ Officer</b> <b>Safety, Health, Environmental and Quality compliance during the project</b>  <b>Grade 12 + Diploma in Safety Management</b> <b>3 years</b> <b>CV's (and further key person's data including CV's) are in the contract file</b>

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

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## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### The conditions of contract

#### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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.
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

#### Function of the Price List

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

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

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

#### Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

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3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

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

(From page 73 of 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.

PROJECT AND CONTRACT TITLE THE PROVISION OF CLEANING THE AWR DAMS, ALL POLLUTION CONTROL DAMS, ASH DAM DECANTING SYSTEMS, OIL SKIMMER OPERATION & OIL SKIMMER CLEANING, TERMINAL RESERVOIRS CLEANING AT GROOTVLEI POWER STATION AND CLEANING OF CLARIFIERS AND SLUDGE DAMS AT VAAL DAM "AS IN WHEN REQUIRED" FOR PERIOD OF 60 MONTHS.

## C2.2 the *price list*

### 1. Dams dredging and Clarifier cleaning

	Description:	Unit	Expected Quantity	Days/Hrs	Months/Years	Rate	Price
	<b><u>BREAKDOWN</u></b>						
1.	<b><u>Preliminaries and General (Once off)</u></b>						
1.1	Site Establishment of East Terrace	Sum	1		3		
1.2	Sit De-Establishment of East Terrace	Sum	1		3		
1.3	Site Establishment of Coal stockyard	Sum	1		3		
1.4	Site De-Establishment of Coal stockyard	Sum	1		3		
1.5	Site Establishment of South Terrace	Sum	1		2		
1.6	Site De-Establishment of South Terrace	Sum	1		2		
1.7	Site Establishment of AWR 13 million (East & West)	Sum	1		3		
1.8	Site De-Establishment of AWR 13 million (East & West)	Sum	1		3		
1.9	Site Establishment of AWR 6 million (East & West)	Sum	1		1		
1.10	Site De-Establishment of AWR 6 million (East & West)	Sum	1		1		
1.11	Site Establishment of clear water reservoir	Sum	1		2		
1.12	Site De-Establishment of AWR 6 million (East & West)	Sum	1		2		
1.13	Site Establishment of Terminal Reservoirs	Sum	1		4		
1.14	Site De-Establishment of Terminal Reservoirs	Sum	1		4		
1.15	Site Establishment of sludge dams	Sum	1		2		
1.16	Site De-Establishment of sludge dams	Sum	1		2		
1.17	Establishment - Vaal dam clarifiers 1 - 4 including removing of material	Sum	1		3		
1.18	Establishment - Vaal dam clarifiers 1 - 4 including removing of material	Sum	1		3		

PROJECT AND CONTRACT TITLE THE PROVISION OF CLEANING THE AWR DAMS, ALL POLLUTION CONTROL DAMS, ASH DAM DECANTING SYSTEMS, OIL SKIMMER OPERATION & OIL SKIMMER CLEANING, TERMINAL RESERVOIRS CLEANING AT GROOTVLEI POWER STATION AND CLEANING OF CLARIFIERS AND SLUDGE DAMS AT VAAL DAM "AS IN WHEN REQUIRED" FOR PERIOD OF 60 MONTHS.

1.19	Medicals	No	9		5		
1.20	Safety file	Sum	1		1		
1.21	PPE	No	9		5		
1.22	Site containers	No	1		60		
1.23	Furniture and fittings	No	1		60		
1.24	Diesel Storage Facility	No	1		60		
1.25	Generator	No	1		60		
1.26	Accommodation & Transport	Days	9	30	60		
2	<b><u>Resources</u></b>						
2.1	Site supervisor	No	1	180	60		
2.2	SHEQ officer	No	1	180	60		
2.3	Labourers	No	7	1260	60		
2.4	Oil skimmer operators	No	8	30	60		
3.	<b><u>Dam &amp; Clarifiers calculated on a 40% silt content</u></b>						
3.1	East Terrace Dam	Sum	1		3		
3.2	Coal Stockyard Dam	Sum	1		3		
3.3	South Terrace Dam	Sum	1		2		
3.4	AWR 13 million East	Sum	1		3		
3.5	AWR 13 million West	Sum	1		2		
3.6	AWR 6 million (East & West)	Sum	1		1		
3.7	Clear water reservoir	Sum	1		2		
3.8	Terminal Reservoir 1	Sum	1		2		
3.9	Terminal Reservoir 2	Sum	1		2		
3.10	Sludge dams	Sum	1		2		
3.11	Vaal dam clarifier 1 cleaning and removal of material to Grootvlei	Sum	1		3		

PROJECT AND CONTRACT TITLE THE PROVISION OF CLEANING THE AWR DAMS, ALL POLLUTION CONTROL DAMS, ASH DAM DECANTING SYSTEMS, OIL SKIMMER OPERATION & OIL SKIMMER CLEANING, TERMINAL RESERVOIRS CLEANING AT GROOTVLEI POWER STATION AND CLEANING OF CLARIFIERS AND SLUDGE DAMS AT VAAL DAM "AS IN WHEN REQUIRED" FOR PERIOD OF 60 MONTHS.

3.12	Vaal dam clarifier 2 cleaning and removal of material to Grootvlei	Sum	1	3		
3.13	Vaal dam clarifier 3 cleaning and removal of material to Grootvlei	Sum	1	3		
3.14	Vaal dam clarifier 4 cleaning and removal of material to Grootvlei	Sum	1	3		
3.15	Oil skimmer Primary and Secondary Chambers	Sum	1	10		
4	<b>Pipeline</b>					
4.1	Penstock-pipeline	Meters	500	5		
4.2	Filter drain-pipeline	Meters	7050	3		

The total of the Prices

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PROJECT AND CONTRACT TITLE THE PROVISION OF CLEANING THE AWR DAMS, ALL POLLUTION CONTROL DAMS, ASH DAM DECANTING SYSTEMS, OIL SKIMMER OPERATION & OIL SKIMMER CLEANING, TERMINAL RESERVOIRS CLEANING AT GROOTVLEI POWER STATION AND CLEANING OF CLARIFIERS AND SLUDGE DAMS AT VAAL DAM "AS IN WHEN REQUIRED" FOR PERIOD OF 60 MONTHS.

### PART 3: SCOPE OF WORK

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	This cover page	1
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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

The provision of cleaning the AWR dams (13 million East and West; 6 million East and West) and all Pollution Control Dams (i.e. East Terrace, Coal Stock Yard and South Terrace), Ash Dam East and West Penstock and Ash Dam Filtration drains on an “as and when required” basis at Grootvlei Power Station.

## C3.1: EMPLOYER’S SERVICE INFORMATION

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The provision of cleaning the AWR dams (13 million East and West; 6 million East and West) and all Pollution Control Dams (i.e. East Terrace, Coal Stock Yard and South Terrace), Ash Dam East and West Penstock and Ash Dam Filtration drains on an "as and when required" basis at Grootvlei Power Station.

## **1 Description of the service**

### **1.1 Executive overview**

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

#### **1.2.1 Cleaning of the East Terrace Dam**

Inspections shall be carried out by the Employer on the ET dam checking the extent of weeds, shrubs and sludge that has accumulated in the ET dam. Upon completion of the inspection, if the amount of sludge, shrubs and weeds significantly affects the capacity and status of the ET overall, a recommendation shall then be made to clean the ET dam.

The following work shall be carried out:

- To assess the accessibility to site for transportation carrying the working equipment.
- Contractor to identify any potential limitations which prohibits him/her from executing the work effectively.
- To determine sludge/sediment depth on an "as and when required" basis (conduct sonar surveys which will clearly indicate the sludge mass and water volume).
- To determine the acceptable water depth for the safe and efficient operation of the dredger.
- Dredger machine must be suitable to operate on all the dams.
- Should pumping of water be required, the supplier will be responsible to provide such pumps.
- To determine the dam/pond depth.
- To determine the distance between dam/pond and the ash dam site.
- To determine the head pressure required by booster pump.
- To supply and deliver of the dredging equipment and booster sludge pump with all necessary piping and bends to site.
- To install booster sludge pump and connections to the discharge pipeline.
- To anchor a system for the dredging machine erected.
- To remove sludge or sediment from the dam by agitating or dredging and pumping the slurry to the ash dam from the ET dam.
- To remove the weeds and reeds inside and on the skirt of the dam.
- To assess the site with the Employer once the cleaning activities are completed for acceptance by the Employer.
- To clean and rehabilitate site to its original or better state after completion of work (housekeeping).
- Alternatively, should the sludge pumping not be successful due to material that cannot be pumped, a suitable method to be used to haul the material from point east terrace to ash dams.
- HP gun to be provided to unblock and flush the pipelines 'as and when required'.

#### **1.2.2 Cleaning of the Coal Stock Yard Dam**

Inspections shall be carried out by the Employer on the COAL STOCKYARD dam checking the extent of weeds, shrubs and sludge that has accumulated in the COAL STOCKYARD dam. Upon completion of the inspection, if the amount of sludge, shrubs and weeds significantly affect the capacity and status of the COAL STOCKYARD overall, a recommendation shall then be made to clean the COAL STOCKYARD dam

The following work shall be carried out:

- To assess the accessibility to site for transportation carrying the working equipment.
- Contractor to identify any potential limitations which prohibits him/her from executing the work effectively.
- To determine sludge/sediment depth on an "as and when required" basis (conduct sonar surveys

which will clearly indicate the sludge mass and water volume).

- To determine the acceptable water depth for the safe and efficient operation of the dredger.
- Dredger machine must be suitable to operate on all the dams.
- Should pumping of water be required, the supplier will be responsible to provide such pumps.
- To determine the dam/pond depth.
- To determine the distance between dam/pond and the ash dam site.
- To determine the head pressure to be required by booster pump.
- To supply and deliver of the dredging equipment and booster sludge pump with all necessary piping and bends to site.
- To install booster sludge pump and connections to the discharge pipeline.
- To anchor a system for the dredging machine erected.
- To remove sludge or sediment from the dam by agitating or dredging and pumping the slurry to the ash dam from the CSY dam.
- To remove the weeds and reeds inside and on the skirt of the dam.
- To assess the site with the Employer once the cleaning is completed for acceptance by the Employer.
- To clean and rehabilitate site to its original or better state after completion of work (housekeeping).
- Alternatively, should the sludge pumping not be successful due to material that cannot be pumped, a suitable method to be used to haul the material from point Coal Stockyard dam to ash dams.
- HP gun to be provided to unblock and flush the pipelines 'as and when required'.

### **1.2.3 Cleaning of the South Terrace Dam**

Inspections shall be carried out by the Employer on the ST Dam checking the extent of weeds, shrubs and sludge that has accumulated in the ST Dam. Upon completion of the inspection, if the amount of sludge, shrubs and weeds significantly affect the capacity and status of the ST overall, a recommendation shall then be made to clean the ST Dam.

The following work shall be carried out:

- To assess the accessibility to site for transportation carrying the working equipment
- Contractor to identify any potential limitations which prohibits him/her from executing the work effectively.
- To determine sludge/sediment depth on an "as and when required" basis (conduct sonar surveys which will clearly indicate the sludge mass and water volume).
- To determine the acceptable water depth for the safe and efficient operation of the dredger.
- Dredger machine must be suitable to operate on all the dams.
- Should pumping of water be required, the supplier will be responsible to provide such pumps.
- To determine the dam/pond depth.
- To determine the distance between dam/pond and the ash dam site.
- To determine the head pressure to be required by booster pump.
- To supply and deliver the dredging equipment and booster sludge pump with all necessary piping and bends to site.
- To install booster sludge pump and connections to the discharge pipeline.
- To anchor a system for the dredging machine erected.
- To remove sludge or sediment from the dam by agitating or dredging and pumping the slurry to the ash dam from the ST dam.
- To remove the weeds and reeds inside and on the skirt of the dam.
- To assess the site with the Employer once the cleaning is completed for acceptance by the Employer.
- To clean and rehabilitate site to its original or better state after completion of work (housekeeping).
- Alternatively, should the sludge pumping not be successful due to material that cannot be pumped, a suitable method to be used to haul the material from South Terrace dam to ash dams.
- HP gun to be provided to unblock and flush the pipelines 'as and when required'

#### **1.2.4 Cleaning of AWR (13 million West and East) dams**

Inspections shall be carried out by the Employer to determine the extent of sludge accumulation in the AWR dams. Should the dam capacity highly compromised, a decision shall then be made to clean the AWR dams by removing the solid material to a designated site for dumping indicated by Employer.

The following work shall be carried:

- To determine the acceptable water depth.
- To determine sludge/sediment depth /volume.
- To determine the dam/pond depth.
- To determine the distance between dam/pond and the ash dam site.
- To determine the head pressure to be required by booster pump.
- To supply and deliver the Dredging/Agitating equipment and booster pump with all piping necessary on site.
- To install booster pump and connections to the discharge pipeline.
- To install a discharge line on water surface.
- To anchor a system for the dredger erected.
- Assessment to be conducted to gain access for safe entry into the dam.
- To ensure that existing structures, pipework, lighting, and all other components are not damaged during the cleaning.
- To ensure that the original capacity of the dams is not increased during the cleaning (No narrowing of the existing walls during cleaning to ensure stability is maintained).
- To remove sludge or sediment from the dam by agitating and pumping the slurry to the ash dam from both the AWR dam (Method statement of the Contractor will be accepted).
- To remove the shreds and weeds or reeds on the skirt of the dam.
- To assess the site with the Employer once the cleaning is completed for acceptance by the Employer.
- To clean and rehabilitate site to its original or better state after completion of work (housekeeping).

#### **1.2.5 Cleaning of AWR (6Million East and West) Dams**

Inspections shall be carried out by the Employer to determine the extent of sludge accumulation in the AWR dams. Should the dam capacity be highly compromised, then a decision shall be made to clean the AWR dams by removing the solid material to a designated site for dumping indicated by Employer

The following work shall be carried:

- To determine the acceptable water depth.
- To determine sludge/sediment depth /volume.
- To determine the dam/pond depth.
- To determine the distance between dam/pond and the ash dam site.
- To determine the head pressure to be required by booster pump.
- To supply and deliver the Dredging/Agitating equipment and booster pump with all piping necessary on site.
- To install booster pump and connections to the discharge pipeline.
- To install a discharge line on water surface.
- To anchor a system for the dredger erected.
- Assessment to be conducted to gain access for safe entry into the dam.
- To ensure that existing structures, pipework, lighting, and all other components are not damaged during the cleaning.
- To ensure that the original capacity of the dams is not increased during the cleaning (No narrowing of the existing walls during cleaning to ensure stability is maintained).
- To remove sludge from the dam by agitating and pumping the slurry to the ash dam from both the AWR dam (Method statement of the Contractor will be accepted).
- To remove the shreds and weeds or reeds on the skirt of the dam.
- To assess the site with the Employer once the cleaning is completed for acceptance by the Employer.
- To clean and rehabilitate site to its original or better state after completion of work (housekeeping)

### 1.2.6 Cleaning of Ash dam Filter drains

Due to the water carrying silt particles during the draining process, scale forms in the drainage pipes and this reduces the flow through the pipes. If not cleaned the scale increases so much such that the drainage pipes block thus rendering the drainage pipe useless. It is therefore necessary to periodically clean the drainage pipes to ensure that the flow through the pipes is as per design (diameter of pipe not reduced by scale).

The following work shall be carried out:

- To assess the drain flows with the employer prior to conducting the works.
- To provide high pressure machine with pipework that can extend up to 150m.
- To provide water tankers for the supply of water during the high-pressure cleaning 'as and when required'.
- To conduct high pressure rodding of all the filter drains ensuring the scale is removed and that all blocked drains are unblocked.

Inspect the filter drains outlets after the cleaning to verify that the outlet flow has improved.

### 1.2.7 Cleaning of Ash dam Penstock

Due to the water carrying silt particles during the draining process, scale forms in the drainage pipes and this reduces the flow through the pipes. If not cleaned the scale increases so much such that the drainage pipes block thus render the drainage pipe useless. It is therefore necessary to periodically clean the drainage pipes to ensure that the flow through the pipes is as per design (diameter of pipe not reduced by scale).

The following work shall be carried out:

- To conduct a CCTV inspection for the penstock checking for the condition of the decanting line prior to cleaning.
- To submit CCTV inspection footage to Employer for analysis (video and pictorial).
- The Employer shall then take a decision on the distance to clean based on the condition of the line as evident from the video footage taken.
- To provide high pressure machine with pipework that can extend up to 500m.
- To provide water tankers for the supply of water during the high-pressure cleaning activity 'as and when required'.
- To conduct high pressure cleaning of the decanting line removing all scale that has formed.
- To conduct a post CCTV inspection for analysis by the Employer showing the condition of the decanting line once cleaning is completed.

### 1.2.8 Cleaning of Raw Water Reservoirs

The Employer shall carry out inspections on the reservoirs checking the extent of weeds, shrubs and sludge that has accumulated in the reservoirs. Upon completion of the inspection, if the amount of sludge, shrubs and weeds significantly affect the capacity and operability of the reservoirs overall, an instruction shall then be issued to clean the reservoirs.

The following minimum actions shall be carried out by the Contractor for the execution of the works:

- To determine sludge/sediment depth on an "as and when required" basis (conduct sonar surveys which will clearly indicate the sludge mass and water volume).
- To supply and transport all identified cleaning equipment to site as identified in the Contractors Method Statement.
- Care is to be taken in ensuring that the base of the dam and entire wall structure is not damaged during the cleaning.
- To ensure that existing structures (overflow spillways), water supply pipework, lighting and all other components are not damaged during the cleaning. The Contractor shall be liable for any damage caused to this infrastructure because of the cleaning activities.
- To ensure that the solid material is separated from the water and dried adequately.
- To remove the dried sludge/sediment by trucks to the designated dumping site.
- To clean and rehabilitate site to its original or better state.

### **1.2.9 Cleaning of the Sludge Dams (Dry Beds) at Vaal Dam**

The *Employer* shall carry out inspections to determine the extent of sludge accumulation in the sludge dams. If the capacity of the sludge dams is identified to be compromised, then a decision shall be made by the *Employer* to clean the sludge dams by removing the solid material (may be dried sludge) to a designated site for dumping as instructed by the *Employer*.

The following shall be read as the scope by the *Contractor*:

- To organise and deliver to site all equipment required for the cleaning of the sludge dams
- Assessment is to be conducted on each sludge dam to identify areas for safe access into the dam.
- To remove/clean the dams off the accumulated sludge as per method statement provided by the *Contractor* to the *Employer*.
- To ensure that existing structures, pipework, lighting, and all other components are not damaged during the cleaning. The *Contractor* shall be liable for any damage caused to this infrastructure because of the cleaning activities.
- To ensure that the original capacity of the dams is not increased during the cleaning (No narrowing of the existing walls during cleaning to ensure stability is maintained)
- To assess the site with the *Employer* once the cleaning is deemed to be complete for acceptance by the *Employer*.
- To clean and rehabilitate site to its original or better state.

### **1.2.10 Cleaning of Clarifiers**

The *Employer* shall carry out inspections to determine the extent of sludge in the clarifiers. A decision will then be taken, when required, to clean the clarifiers by removing the sludge that has accumulated. All removed sludge shall be deposited into the provided sludge dams.

The following shall be read as the scope by the *Contractor* for the works:

- To supply and deliver all equipment necessary for the cleaning to be successfully completed as identified in the method statement
- To remove sludge or sediment from the clarifiers by using a suitable method as depicted in the contractor's method statement.
- Upon completion of the cleaning, the *Contractor* informs the *Employer* to assess the condition of the clarifiers.
- The *Contractor* shall ensure that all equipment surrounding the site and within the site is not damaged during the cleaning process.
- To clean and rehabilitate site to its original or better state.

### **1.2.11 Cleaning of the Primary and Secondary Chamber at the Oil Skimmer Plant**

The *Employer* shall carry out inspections to determine the extent of silt in the primary and secondary chambers. A decision will then be taken, when required, to clean the chambers by removing the silt that has accumulated. All removed and uncontaminated silt shall be deposited into the ash dam. Should the ash be contaminated, it must be deposited into a designated certified disposal site.

The following shall be read as the scope by the *Contractor* for the works:

- To supply and deliver all equipment necessary for the cleaning to be successfully completed as identified in the method statement.
- To remove silt, as and when required, from the chambers by using a suitable method as depicted in the contractor's method statement.
- Upon completion of the cleaning, the *Contractor* informs the *Employer* to assess the condition of the chambers.

- The Contractor shall ensure that all infrastructure and equipment surrounding the site and within the site is not damaged during the cleaning process.
- To clean and rehabilitate site to its original or better state.

**1.2.12 Cleaning of the Surrounding Trenches around the Ash Dam Site**

The following shall be read as the scope by the Contractor for the works:

- To supply and deliver all equipment necessary for the cleaning to be successfully completed as identified in the method statement.
- To remove the weeds, shrubs and dried silt that has accumulated within the trenches.
- To dispose the waste into a designated dumping site after removal.
- The Contractor shall ensure that all equipment surrounding the site and within the site is not damaged during the cleaning process.
- To clean and rehabilitate site to its original or better state.

**1.2.12 Oil Skimmer Operators**

The hiring of oil skimmer plant operators to operate and maintain the oil skimmer plant for a period of 60 months. X8 operators are required in total. X2 operators will be working per 12Hours shift cycle (day and night).

- Operate (start and stop) oil skimmer separation pump when there is a flow of oil.
- Inspect and report any oil entering the oil skimmer plant.
- Cleaning and removal of reeds and vegetation inside the trenches.
- Applying cushion and booms at the chambers to prevent oil from overlapping and escaping to the East Terrace Dam.
- Removal of oil from the blue tank into the oil drums for disposal.
- Housekeeping to be done continuously. Removal of waste (used booms and cushions, reeds, and vegetation) to be disposed at designated skips and disposal sites.

**Abbreviations**

<b>Abbreviation</b>	<b>Explanation</b>
AWR	Ash Water Return
CSY	Coal Stockyard
ET	East Terrace
ST	South Terrace
ISO	International Organization Standardization

## Employer's Design/Specification

Below are the specifications detailing the dam type and capacities for each of the dams to be cleaned:

Area	Type	Dimensions and Capacity
East Terrace Dam	Earth Wall HDPE (Clay Base)	43 000 m3
Coal Stockyard Dam	Earth Wall HDPE (Clay Base)	18 000 m3
South Terrace Dam	Earth Wall HDPE (Clay Base)	18 239 m3
AWR 13 million Dam	Earth Wall with Clay Base	190 000 m3 total capacity (2 off)
AWR 6 million Dam	Earth Wall	27 180 m3 total capacity (2 off)
Penstocks	Steel pipeline	750mm diameter
Filter Drains	HDPE/Irrigation Earthware	150mm Diameter, 7050m total length
Clear Water Reservoir	Earth dam, unlined	Capacity: 11 160m3, 6.1m high
Terminal Reservoir	Earth dam, unlined	Capacity:160 000m3 each 5.2m high
Sludge Dams	Earth Ponds	Unknown
Clarifiers	Concrete Structures	Dimension: 40 x 9 x 7m deep Capacity:2 520 m3

Reference can be made to the Price List for specific activities in addition to the cleaning requirements.

## 1 Management strategy and start up.

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

The Contractor to submit a project plan that is in line with the cleaning schedule for 60 months as follows:

- East Terrace: Once in 18 months
- Coal Stock Yard: Once in 18 months
- South Terrace: Once in 2 years
- 13Millions East and West: Once in 2 years
- 6Millions East and West: Once in 2 years
- Penstock/ Decanting lines: Once in 18 months
- Filter drains: Annually
- Terminal Reservoirs: Once in 2 years
- Vaal Dam Clarifiers: Annually
- Oil Skimmer Plant Chambers: Bi-Annually
- Ash Dam Trenches: Bi-Annually

### 1.3 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Grootvlei Power station	Employer, Contractor and Quality Representative
Overall contract progress and feedback	As and when required	Grootvlei Power station	Employer and Contractor

Safety meeting	Monthly	Grootvlei Power station	<i>Employer, Contractor and Safety Representative</i>
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Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

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

Contractor to submit an organogram that outlines the key people as follows:

Contracts Manager: Grade 12 + 3 (Technical)  
5 years' experience  
Site Supervisor: Grade 12 + 3 (Technical)  
3 years' experience  
SHEQ Officer: Grade 12 + (Diploma Safety Management)  
3 years' experience

### 1.5 Documentation control

All correspondence includes:

- Grootvlei Power Station
- Employer's Contract number
- Contract description
- Correspondence subject matter
- Project Manager's name and contact details
- Contractor contact details
- Date

Where appropriate the correspondence includes the *Service Manager's* reference and is delivered as a single package.

All communications from the Contractor are numbered sequentially with a prefix as advised by the Project Manager. The Project Manager responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

### 1.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to: Grootvlei Power Station and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.

- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

All invoices to be submitted to the Finance Department either electronically or hand delivered.

## 1.7 Training workshops and technology transfer

All *Contractor* employees will be required to complete the IBI awareness training on site at the *Employer's* cost. Furthermore, the equipment operators must be authorized and have valid licences to operate the equipment as required by the Act.

Any specialized training required by the *Employer*, inclusive of SAP related and Plant Safety Regulations training, will provide the initial training free of charge, but where applicable, if the candidate fails the evaluation, the *Contractor* needs to arrange for re-training at his account. The same applies if an employee of the Contractor resigns / re-allocates, the Contractor needs to train a new employee at his cost, inclusive of the employee's normal labour costs.

The *Contractor's* ensures that all Statutory training requirements and appointments are completed within 3 months of the Contract Start date.

The Contractor provides all necessary resources to provide the Works.

The training provided by the *Contractor* for its employees should be in line with the Employers' standards and requirements.

The *Contractor* is to ensure enough employees are trained to compensate for the unavailability of employees.

All the employees of the *Contractor* must attend a Safety Induction Course, free of charge, before they will be allowed to work on the Site. It is the responsibility of the Contractor to ensure that all employees have attended the safety induction.

The requirements for Authorization to operate the plants are as follows

- The operator must be assessed against an approved assessment tool for each plant (approved by ETD Advisor)
- Authorization documents to be signed by the Operating Manager and SNR ETD Advisor
- Training material will be provided by Grootvlei Power Station
- 20% of the Authorization documentation will be verified a Grootvlei Power Station Moderator

The requirements for Authorization as Responsible and Appointed Person are:

- Plant Safety Regulations 1 and 2 with a pass mark of 80%, KLP 100%
- High Voltage Regulations 1 pass mark of 80%, KLP 100%
- Occupational Health and Safety pass mark of 80%, KLP 100%
- On job training completed
- Candidate must appear on front of the Grootvlei Legislative Authorization Committee and if found to be competent he is required to appear for an interview with the GMR2.1 and the Power Station Manager

The candidate can be accompanied by a Senior Representative from the *Contractor* during the abovementioned assessment and all responsible employees must have a valid trade certificate.

## 1.8 Design and supply of Equipment

### **Availability of Equipment**

Equipment's will used on an "as and when required basis". Communication will be sent to the *Contractor* two weeks in advance prior to cleaning.

### **Maintenance of Equipment**

The **Contractor** shall maintain his equipment in such a way that the non-availability of any particular machine does not exceed two days(48hours) at any time. Should the non-availability of any machine exceed two days(48hours), it shall be replaced immediately if that particular equipment is critical to the operation at the time in the opinion of the *Service Manager*. Diesel driven equipment shall be maintained at availability in excess of 85%.

### **Compliance of Equipment**

All equipment supplied and used on the Site by the *Contractor* must comply with the Occupational Health and Safety Act 85 of 1993 (as amended) standards.

Details of all the mobile equipment to be used by the *Contractor* must be documented and the details supplied to the *Service Manager* prior to the equipment being brought onto site or leaving the Site.

A copy of the operator's certificate of competency, for the operation of the Contractor's Equipment is a prerequisite for successful Contract Award

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

A Task Order includes:

- A detailed description of the in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified
- The starting and completion dates for the Task
- The amount of delay damages for the late completion of the Task and
- The total of the Prices for the Task

The *Service Manager* consults the *Contractor* about the contents of a Task Order before it is issued.

## **2 Health and safety, the environment and quality assurance**

### **2.2 Health and safety risk management**

The *Contractor* ensures Safety Awareness at all times through continuous training. The entire Contractor's vehicles and mobile equipment comply with Employer's 32-93 Eskom Vehicle and Driver Safety Management obtainable form the *Service Manager*.

The *Contractor* will be the *Employer* in terms of the Occupational Health and Safety Act 85 of 1993.

All of the Contractor's staff complies with the Grootvlei Site health and safety requirements titled "Contractors' Health and Safety Requirements.

In carrying out its obligations to the Employer in terms of this contract; in Providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensure the compliance by its employees, agents, Subcontractors and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the OHSA”); and
- The health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”).

The Contractor, at all times, consider itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor shall at all times be responsible for the supervision of its employees, agents, Subcontractors and mandatories and shall take full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor.
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- Issue the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware of on the Site to the *Service Manager*.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the works to ensure compliance by it and all employees, agents, Subcontractors or mandatories with the SHEQ Requirements while Providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the *Contractor’s* employees, agents or Subcontractors, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandatories to comply with their obligations in terms of Section 37(1) of OHSA, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

The requirements of Eskom’s Plant Safety Regulations and HV Regulations are to be adhered to at all times.

#### **a) Permits**

The Employer maintains a high level of safety and insists that the Contractor adheres to all safety regulations.

The *Contractor* appoints a appointed person in terms of the OHS Act. He receives Plant Safety Regulations training before he starts any work.

The *Contractor's* appointed person is responsible to issue work permits for operations and maintenance work.

**b) Work permits**

The work permits are valid for a maximum period of six days. At the beginning of each week, the permit is signed on by the Employer's responsible person.

The *Contractor* does not commence any work without the necessary permits and the prior acceptance by the *Service Manager*. The *Contractor* shall comply with the health and safety requirements contained in the Service Information.

## 2.3 Environmental constraints and management

Grootvlei Power Station is to be licensed to operate under the National Water Act (Act 36 of 1998), and all plant Operations, Maintenance and Engineering staff ensures that the license conditions detailed within the requirements of the act are met at all times.

The *Employer* is committed to meet the environmental regulations and the *Contractor* does not jeopardize this. The *Contractor* meets the following environmental requirements:

**a) Storm water**

The *Contractor* ensures that clean and polluted storm water is and remains separated. All drains are cleaned on a scheduled basis to ensure the drains working at all times

**b) Contaminated soil**

All contaminated soil outside the contained dams is removed and dumped at an approved and demarcated area.

**c) Redundant Plant and Materials**

Redundant Plant and Materials is removed from Site to the reclamation yard using the appropriate procedures. The *Service Manager* provides approval for all material to be removed from Site to the dumping area.

**e) General Control of Site Activities**

The Site is controlled in an environmentally responsible manner. Note the following:

- Noise and pollution levels for all construction Equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from Site.
- Temporary services are maintained in a good and proper manner.

**f) Plant & Material wash-down facilities**

- Wash down of plant and material can only be done in areas designated by the *Service Manager*.

**g) Drainage channels and pipes**

- To be kept clean at all times and special attention is given to clean the drains after rain.

## 2.4 Quality assurance requirements

The *Contractor* shall be accredited as ISO compliant for both quality and environmental management and shall maintain this accreditation throughout the service period. The *Contractor* shall report immediately any change in this status to the *Service Manager*, such report containing details of steps to be taken and by when they will be taken to restore the accreditation status.

- provide the service in accordance with the latest revision of the Employer's document, "Contract Quality Management."
- implement a skills quality management system designed to ensure the provision of adequately skilled, experienced and qualified persons, whether employed on a permanent, fixed term or temporary basis, to carry out work in this contract



## 3 Procurement

### 3.2 People

#### 3.2.5 Minimum requirements of people employed

The *Contractor* complies with the access and controls procedures issued by the Power Station site where work in this contract is carried out. The *Contractor* shall obtain copies of such requirements from the Risk and Assurance at the Power Station site. The contents of such documents applicable at the Contract Date are deemed to be part of this Service Information.

Deep water training is compulsory for all personnel working around water bodies.

All Yellow Plant Operators to be trained and declared competent.

#### 3.2.6 BBBEE and preferencing scheme

The objective criteria of this package are to:

- Advance participation of Black Owned businesses.
- Create jobs for local people targeting youth from the surrounding communities.
- The above will assist in maintaining stability for the project and to also contribute to Eskom's target to maximize spent with the above categories of suppliers.

### 3.3 Subcontracting

The works or portions of the works are not sub-contracted without prior acceptance from the *Service Manager*. Any service to be provided or provided by a Sub-contractor remains the responsibility of the Contractor, as part of his contract.

## 4 Working on the Affected Property

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

The *Employer* supplies items specifically described here for the purpose of the works and the *Contractor* supplies everything else required, to be able execute the works.

**The Employer provides the following:**

- Works Information
- East Terrace, Coal Stock Yard, South Terrace, 6Million and 13Million AWR dams, Ash dam penstocks, Ash dam drains and channels, Oil skimmer plant, Terminal reservoirs and Vaal dam clarifies and sludge dams.
- The *Employer* indicates the Site, the position of known underground services and setting out points.

The *Employer* provides emergency medical treatment at Grootvlei Power Station. *Contractor* may request to make use of the services offered. The cost is for *Contractor's* account.

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

The *Contractor* makes his own assessment of and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Access to site shall be in line with the Grootvlei Power Station's access procedure. All contractors shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the contractor has attended the safety induction and has undergone medical and criminal checks.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV28 form. No asset shall be removed from site if the OV28 form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate

#### **4.4 Health and safety facilities on the Affected Property**

- Ambulance and first aid facilities are available on the Main Station Terrace.

#### **4.5 Records of *Contractor's* Equipment**

- Contractor to submit list of their equipment and consumables

#### **4.6 Site services and facilities**

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

The following site services and procedures are subject to the Employer providing the site (offices, workshop area) and its related services.

##### **Site Yard**

The Contractor is supplied with an off-terrace site area for his yard, inside the Grootvlei Power Station security fence, for his use during the full period of the works.

The Contractor's yard is subject to periodic inspection by the Project Manager.

The location of the nearest sewer manhole, power distribution point, potable water connection storm water channel and road access point is indicated by the Supervisor. Connections to the interface points supplied by the Employer are the responsibility of the Contractor.

The Contractor complies with the environmental policy given in the Site Regulations. The Contractor provides, erects and maintains for his own use adequate size office accommodation and stores together with such drainage, lighting, heating, and hot and cold-water services as may be required. Provision is also made for adequate parking and a turning area adjacent to all the aforesaid structures. The Supervisor prior to commencement of work any on Site accepts all designs and layouts for these provisions.

The Contractor includes in his establishment rates for all further treatment of the yard area that he considers necessary for the entire operation throughout the contract and under all weather conditions. The Contractor includes for all security fencing, security and access arrangements. Maintenance of the yard is the Contractor's responsibility and to the Project Manager's acceptance.

Outfall drainage of all surface run-off drains is constructed by the Contractor to the acceptance of the Project Manager to minimise erosion and to effect control of contaminated water. The Contractor's plan for the layout of his yard area is accepted by the Project Manager prior to occupying the yard and the Contractor does not occupy any site area other than that allocated to him. The Contractor's plan states fully what measures are taken regarding removal and storage of topsoil, stabilization of eroded areas and further loss of topsoil.

The Contractor dismantles and clears the yard of all such temporary structures and associated foundations and infrastructure at the direction of the Supervisor on Completion of the whole of the works. No such dismantling and clearance work is carried out without prior acceptance from the Supervisor.

##### **Supply of electricity**

All points of supply requested by the Contractor are provided in terms of quantity and location at the discretion of the Project Manager.

No connection is made to the permanent installation at the Grootvlei Power Station without the prior acceptance of the Project Manager.

The Employer guarantees power supply quality and reliability. No guarantees of power supply quality are given, and power supply breaks of some duration may occur without warning. Planned outages are also a possibility. The Contractor makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered. 220 and 380V power source will be available near the off-terrace site area. It is the Contractor's responsibility to connect to this power source and obtain statutory certificate of conformance for such a connection or installation. The use of this power supply is used to cater for the Contractor's office requirements and is not to be used for any construction purpose. Construction power is available to the Contractor within the main turbine and boiler house. All installations or equipment connected to a supply of electricity provided free of charge by the Employer shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection. The Contractor shall provide at his own expense all temporary wiring and cabling to lead power from the point of supply or distribution boards to the various points where it is required, maintain same and remove on completion.

## **Lighting and Ventilation**

### **Lighting**

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the Contractor at his own expense. No local lighting will be provided by the Employer with the exception of the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the Employer.

### **Ventilation**

The Contractor shall make his own allowance for adequate ventilation of the works with the exception of the ventilation provided in the sandblasting tents which will be provided by the Employer.

### **Compressed Air**

Compressed air is available for the works. The variation of pressure in the air supply and or breakdown in the supply shall be grounds for an extension of time or compensation if it causes a delay to the programme.

### **Water**

The Employer supplies a water connection point at the Contractor's off-terrace site yard. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required. The Contractor is responsible to maintain these facilities and to remove it at Completion of the whole of the works.

The Project Manager does not guarantee continuity of supply, and the Contractor makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

### **Telecommunications**

The Project Manager makes available telephone connection points near the Contractor's off-terrace site yard. The Contractor makes the necessary arrangement with all local and national authorities in ensuring that the necessary connections are made to the telephone connection points provided by the Project Manager. The Contractor is responsible for the connection, rental and any monthly phone bills.

### **Roads**

Main access roads are surfaced and complete and may be used by the Contractor with the necessary care. The Employer maintains the Site roads, described above, to a fair condition. Any costs incurred by the Project Manager from damage caused to underground services, structures, etc as a result of the Contractor not using the prescribed routes is recovered from the Contractor.

The Contractor provides temporary access points from the prescribed routes and roads to the points where the Contractor is required to perform work, having first obtained permission in writing from the Supervisor.

#### **4.6.6 Provided by the Contractor**

##### **Sanitary facilities**

All the Contractor's personnel are expected to make use of the Station Terrace sanitary facilities. The Contractor provides additional facilities as required at own cost.

### **Equipment**

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The Project Manager has the right to stop the Contractor's use of any Equipment which, in the opinion of Project Manager, does not conform to the foregoing. Off-loading and material handling Equipment such as cranes and forklifts are not available on site and if required is to be provided by the Contractor.

### **Lay down**

No Plant, Material and Equipment lay down areas are permitted on the terrace. The Contractor delivers all Plant, Materials and Equipment to the point of erection as and when needed. Plant, Materials and Equipment not used within 14 days are removed from the terrace and stored in the site yard.

### **Site regulations**

Note that the speed limit on the site is 40 Kph. The vehicle permits of any persons contravening any traffic act on site is cancelled.

### **General**

The Contractor complies with the Grootvlei Site Regulations, a copy of which is available for perusal at the *Service Manager's* offices.

Any subject within the authority of the Project Manager may be addressed by a Site Regulation.

Before work starts on Site, an inaugural meeting is held with the Contractor and the Project Manager, to explain in detail all requirements of the Site Regulations.

The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Project Manager, and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Project Manager during this contract.

The Contractor allocates staff to be trained and authorised as Responsible Persons according to Employer's Plant Safety Regulations and/or High Voltage Regulations. These Responsible Persons are available on Site as and when required to take out permits to work.

### **Permits**

Daily meetings shall be held and chaired by the production department to discuss the next day's permit requirements. All permit requests are required by 15:00 on the day prior to the permit being required. A 'no work' period between 06:00 and 07:00 is enforced during which the requested changes to the permit take place. No work commences without the acceptance of the permit to work by the Contractor's responsible person and all workers sign the workman's register. The Contractor arranges for three people to be appointed as responsible persons for permit requirements. The plant safety regulations course can be done at any Eskom power station, but the practical course is Grootvlei specific.