



NEC3 Term Service Contract (TSC3)

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

and

**for Provision of Security Services For Grootvlei Power
Station and Vaal Dam Pump Station For 6 Months**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Security and Services for Grootvlei Power Station and Vaal Dam Pump Station For 6 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 ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	- dispute resolution Option - and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is:	
	Address: Grootvlei Power Station Grootvlei, Thaba Kgwadi Private bag X SA	
	Tel: 017 779 8801	
	Fax: N/A	
11.2(2)	The Affected Property is	Grootvlei Power Station
11.2(13)	The <i>service</i> is	Provision of Security Services for Grootvlei Power Station and Vaal Dam Pump Station For 6 Months.

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

11.2(14)	The following matters will be included in the Risk Register	As per clause 80.1 in this Contract and any additional requirement from Power Station
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Emergency reply of 2 hrs
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	6 months
4	Testing and defects	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	Assessment will be paid based on 21 days attendance after the services.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment occurs 30 days after assessment date
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the

		foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	N/A
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. In addition to the termination clause: The <i>Employer</i> will review the contract as and when (in accordance with the business needs) required and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required. The <i>Employer</i> reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires. The <i>Employer</i> reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	

Fax No.

e-mail

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X17	Low service damages			
X17.1	The <i>service level table</i> is in:	Refer to Annexure A at the bottom.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for loss of or damage to property (other than the <i>Employer's</i> property. death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) 6 months after the defects date for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation for any other matter.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	N/A
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

86.1 The *Employer* provides the insurance stated in the Insurance Table B**INSURANCE TABLE B**

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

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

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

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

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

Annexure A: X17.1 LOW SERVICE DAMAGES TABLE:

When Supplier does not meet the committed delivery date the percentage below will apply as per issued task order/purchase order value.

Criteria	Unit	Target	Percentage 5%	Percentage 7%	Percentage 10%
Personnel shortfalls	Number	0	1	2	3 and above
Equipment failure	Number	0	1	2	3 and above
Compliance Violation Non-compliance with mandatory training certification and legal requirements	Number	0	1	2	3 and above
Contractors' employees Lost Time Injury Rate (LTIR)	Number	0	1-2	3-5	6 and above

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title: Provision of Security Services for Grootvlei Power Station and Vaal Dam Pump Station For 6 Months	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling

the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Item nr	Resource Description	Unit	Qty	Hours	Rate	Number of Monthly/Years	Total	Item nr
1	Section 1							
2	<u>Preliminary and General Site Establishment</u>							
2.1	Site Office	Sum	1			1	R	-
2.2	Ablution Facilities	Sum	1			1	R	-
2.3	Water and Electrical Connection	Sum	1			1	R	-
2.4	Transportation for the container to site	Sum	1			1	R	-
2.5	Safety File	Once off	1			1	R	-
2.6	Medicals (Entry)	No	32			1	R	-
2.7	PPE (excluding security Uniforms which are covered under PSIRA sectorial determination)	No	32			1	R	-
2.8	Consumables (torches, batteries, panic button and spray)	No	32			1	R	-
2.9	Bullet Proof Vest	No	15			1	R	-
2.10	SAPS Vetting	No	32			1	R	-
2.11	De-establishment	Sum	1			1	R	-
								-
	Section 2							-
	<u>Labour</u>							-
	<u>Day Shift</u>							-
1	PSIRA Grade A Security Site Manager [1 No Man x 6 Moths]	No	1					-
2	Safety officer [1 No Man x 6 No of Months]	No	1			6	R	-
3	PSIRA Gade B Security Supervisors [1 No SUP. X6 Months]	No	1			6	R	-
4	PSIRA Grade C Security Officers [13 No Gr. C x 6 No of Months]	No	13			6	R	-
5	9mm [08 No Firearms x 6 No Months=48mnth]	No	8			6	R	-
6	Shotgun [10 No Firearms x 6 No month=60 month]	No	10			6	R	-
7	Rifle [4 No Firearms x 6 No month=24 month]	No	4			6	R	-
8	On site patrol vehicles [1 No 4x4 LVD D/C x 6mnth=6mnths]	No	1			6	R	-
						6	R	-
						6	R	-
1	<u>Night Shift</u> PSIRA Gade B Security Supervisors [1 No SUP. X6 Months]	No	1			6	R	-
2	PSIRA Grade C Security Officers [15 No Gr. C x 6 No of Months]	No	15			6	R	-
3	9mm [08 No Firearms x 6 No Months]	No	8			6	R	-
4	Shotgun [10 No Firearms x 6 No month]	No	10			6	R	-

5	Rifle [4 No Firearms x 6 No month]	No	4			6	R	-
6	On Site Patrol Vehicles [1 No 4x4 LVD D/C x 6 months=6 months]	No	1			6	R	-
	Total Section 1&2							
	Contineny at 0%							

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	Provision of Security Services For Grootvlei Power Station and Vaal Dam Pump Station For 6 Months	
C3.1	This cover page <i>Employer's Service Information</i>	1
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

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1 Description of the service

1.1 Executive overview

Eskom Grootvlei Power Station requires the provision of physical Security and Aerial Surveillance –at Grootvlei Power Station and Vaaldam pump station for a period of 5 years on as and when required basis.

1.2 Employer's requirements for the service

The purpose of the scope of work is to outline security officers needed for the services and to address the way the work must be performed or conducted at Grootvlei Power Station and Vaaldam Pump Station.

Scope of work for the provision of physical Security and Aerial Surveillance:

The service provider will be required to conduct an assessment to identify physical risks and vulnerabilities and provide us with a comprehensive proposal for guarding and technology services.

The scope includes:

Primary Security Teams:

- All members must be in possession of Grade 12 / Matric certificate
- 32 security personnel per shift (including Grade B supervisor).
- Total deployment: 32 personnel covering day/night shifts.
- Additional provision for NDO (Normal Day Off) coverage ensuring continuous 24/7 operations.
- Grade C armed Tactical security officers shall be physically and mentally fit to perform the nature of duties as detailed in site specific scope of work, determined by changing risks and /or business requirements.
- Armed Tactical Officer shall have training and expertise in the use of specialised tactical equipment for crowd control.
- Armed Tactical Officer must respond with urgency to security breaches, perimeter / crowd control, containment and command of other serious incidents that threaten the safety and security of the NKP.
- Armed Tactical Security must have completed SASSETA business purpose training on the specific firearms; they are expected to use relevant firearms for crowd control.

The Service provider must ensure that all the employees or work force have the relevant tactical Response and Special Operation uniform or gear (i.e. protective shields, bottom sticks).

Supervisor's Responsibilities:

- Supervise security officers and shift activities.
- Ensure compliance with NKP security procedures.
- Conduct inspections and patrols.
- Coordinate emergency responses.
- Manage security equipment and resources.
- Liaise with management, SAPS and other stakeholders.
- Conduct toolbox talks and on-the-job-training
- Ensure all security officers are properly deployed and disciplined.

Sie Manager's Responsibilities:

- Ensure the site complies with the National Key Point and other legislation (Private Security industry Regulation Act, Firearms and Ammunition Act and OSHACT)

- Conduct ongoing security risk assessments to identify vulnerabilities. (e.g. risk assessment and threat assessment).
- Develop and update risk mitigation strategies
- Incident Management and response.
- Manage and supervise security staff and contractors
- Intelligence and information security (monitor security intelligence and threat alerts)
- Participate in joint security meetings and compliance audit.

Specialised Personnel:

- 1x Security Site Manager (Grade A, NKP qualified, valid driver's license).
- 1x Full-time Safety Officer (safety file management, audit participation, compliance oversight).

Core Security Functions

- Continuous monitoring and protection of critical infrastructure.
- Proactive patrolling of vulnerable assets and plant critical areas.
- Detection, deterrence and response to criminal activities including:
- Prevent plant tampering and vandalism.
- Unauthorised access attempts to restricted buildings/areas.
- Prevent Copper cable theft and asset removal.
- Prevent Security breaches and industrial action threats.
- Armed escort for personnel in high-risk situations
- Immediate tactical response to security incidents.
- Comprehensive incident documentation and reporting

Operational Parameters**Non NKP Coverage Areas (5km radius from Grootvlei Power Station):**

- Complete power station infrastructure.
- Ash Dam
- Reservoir dam
- Coal Rail Terminal and AWR substation.
- Cable infrastructure
- Perimeter fencing and access points.
- All dam facilities and reclamation areas.
- Ash pipelines and monitoring systems.

1.2.1 SUPPORTING CLAUSES**Penalties and Remedies**

- KPI – financial penalties as specified in the Scope of work.
- Equipment failure penalties: 10% monthly reduction for each critical system failure.
- Compliance violations: 5%-10% monthly reduction for regulatory breaches.
- Personnel shortfalls; 5% daily reduction for each unfilled position.

Termination Conditions

- Material breach of contract terms.
- Failure to meet critical KPI thresholds for consecutive months.
- Loss of essential licenses or certificates.
- Serious safety incidents due to negligence including accidental discharge.

1.2.1.1 Scope

This document covers the scope of work for the Provision of physical Security for Eskom Grootvlei Coal fired Power Station listed in the Introduction in Section 1 for a period of 6 months.

1.2.1.2 Applicable Codes and standards

See section 1.2

1.2.1.3 Purpose

The purpose of the scope of work is to outline numbers of security officers needed for the services and to address the manner in which the work must be performed or conducted at Grootvlei Power Station and Vaaldam Pump Station.

Applicability

This document shall apply to Eskom Grootvlei Power Station and Vaaldam pump station Protective Services

Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.4.1.1 Normative

ISO 9001 Quality Management Systems

ISO 18788: 2015 Management System for Private Security Operations

Control of Access to Public Premises and Vehicles Act, No. 53, 1985

Protection of Constitutional Democracy against Terrorists and Relative Activities, Act 33 of 2004

Constitution of the Republic of South Africa, 1996

Public Finance Management Act 1 of 1999

Protection of Information Act 84 of 1982

Prevention and Combating of Corrupt Activities Act 12 of 2004

Labour Relations Act 66 of 1995

Basic Conditions of Employment Act 75 of 1997

Basic Conditions of Employment Act 75 of 1997: Sectoral Determination 6: Private Security Sector

Occupational Health and Safety Act 85 of 1993

Prevention of Organised Crime Act 121 of 1998

Protected Disclosures Act 26 of 2000

The Promotion of Access to Information Act 2 of 2000

Critical Infrastructure Protection Act 8 of 2019

National Key Points Act and Regulations, Act 102 of 1980

National Key Points Directive, CS/OPS/NSP/P/329/1/B

The Criminal Procedure Act 51 of 1977

Firearms Control Act 60 of 2000

National Strategic Intelligence Act 39 of 1994

Eskom's Procurement and Supply Chain Management Policy 32-1033

Private Security Industry Regulation Act and Regulations, Act 56 of 2001

Private Security Industry Levies Act 23 of 2000

Eskom's Procurement and Supply Chain Management Procedure 32-1034

Integrated Risk Management Policy 32-86

Safety, Health, Environment and Quality (SHEQ) Policy 32-727

Eskom Incident Management Procedure 32-95

Eskom Delegation of Authority Policy 240-62072907

Employment Equity Act 55 of 1998

The Eskom Code of Ethics 32-527

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BU	Business Unit
SSP	Security Service Provider
NKP	National Key Point
GX	Generation
OHS	Occupational Health and Safety
FCA	Firearms Control Act
SAPS	South African Police Services
PPE	Personal Protective Equipment
PSIRA	Private Security Industry Regulation Authority
SOW	Scope of Work
SASSETA	Safety and Security Sector Education Training Authority
SHEQ	Safety, Hygiene, Environmental and Quality
OBC	Outcome-Based Contract
CCTV	Closed Circuit Television
KPI	Key Performance Indicator
RFP	Request for Proposal
SSP	Security Solutions Physical
COIDA	Compensation for Occupational Injuries and Disease Act
PSIRA	Private Security Industry Regulation Act
ROI	Return On Investment
PAPAA	Professional Association of Proprietary Agencies and Authorities

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- Criminal checks from a reputable screening company must be conducted on all deployed personnel and screen results be made available to deployment. Not older than 3 months, and to be renewed annually for the duration of the contract
- Safety file reviewed and approved
- Access authorisation process (site permit) including medical fitness assessments
- No security officers are to be deployed in terms of this contract before undergoing necessary Eskom induction. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this agreement at the cost to the contractor
- Security officers will be expected to sign a declaration of Secrecy before commencement of their duties in terms of this contract
- Only company firearms licenced in the security contractors name may be utilised as per this contract
- Security officers must be able to read and write and express themselves in English

2.2 Management meetings

There will be contract meetings, on as and when required via virtual or boardroom meetings to discuss progress and challenges.

The *Contractor* will issue a report to Grootvlei Power Station. The following minimum information must be contained in the report:

- Quarterly security assessment and gap analysis report.
- Regulatory body communication and compliance reporting

The *Contractor* will include other items in the report that may be of interest to Grootvlei Power Station.

If the *Contractor* delays on doing the task that will be given by the *Employer*, the *Contractor* will be penalised as per, clause Option X17.1 NEC TSC Refurbishment. The *Contractor* will be informed about the Low service damages in form of writing and if this happens repeatedly a meeting will be arranged immediately whereby an early warning that will be in writing will be given to the *Contractor*.

Service Manager will chair these meetings as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	Once off after contract placement	Grootvlei Power Station/MS Teams	<i>Employer, Contractor</i>
Risk register	As and when required	Grootvlei Power Station/MS Teams	<i>Employer, Contractor Employees</i>
Overall contract progress and feedback	Monthly	Grootvlei Power Station/MS Teams	<i>Employer, Contractor Employees</i>
Monthly performance review meeting	Monthly	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>
Annual contract review and optimization session	Annual	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>
Regular briefings with Eskom management	Quarterly	Grootvlei Power Station/MS Teams contractor's premises	<i>Employer, Contractor</i>

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.

All meetings held on MS Teams will also be recorded on MS Teams and the recording will be made available upon request.

2.3 Contractor's management, supervision and key people

The *contractor* will provide the *Employer* with a direct person to deal with, in terms of this contract. Should this person be replaced, such information will be conveyed to the *Employer*.

2.4 Documentation control

The *Contractor* shall provide the following documentation:

- Program plan for refurbishment and supply
- Quality control plan
- Summary of work done
- Estimated time duration regarding the future work required
- All other tests conducted like pressure test of pumps
- Failure reports on equipment sent out for refurbishment.
- Data books completion and submissions as per Eskom standard and requirements please refer to 2401-105658000 section 3.5.10.1 for contractors' responsibilities with regards to Data Books.

And all other relevant documents that may be required by the *Service Manager*.

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ 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)

Add procedures for invoice submission and payment (electronic payment instructions)

2.5.1 Information and other things

Contractor to communicate with *Employer* in time for any risks that arises.

2.6 Management of work done by Task Order

- A task order will be issued to the Contractor by the Service Manager, before any commences.
- The Contractor must accept the Task Orders by signing it and returning a copy thereof to the Employer.
- Legal compliance and governance will be conducted before the task order is issued.

- The Contractor can then create an invoice to the Employer and send it directly to Finance Department - APS section, to facilitate payment.
- All work done is valued in accordance with the Price List unless otherwise specified.
- The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for each Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- The *Contractor* shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.
- The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Cardinal Rules. These will be provided by the *Employer* on the start of the contract.
- The *Contractor* shall also abide by the Grootvlei's Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.
- The *Contractor* shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.
- The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the *Consultant* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.
- The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.
- The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.
- The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

3.2 Environmental Constraints and Management

- Adherence to the 'Duty of Care' as stipulated in section 28 of the National Environmental Management Act 107 of 1998, which emphasises the responsibility to pollution prevention and environmental degradation.

The *Contractor* shall comply with all Eskom Grootvlei Power Station environmental requirements such as legislation, policies, standards and procedures (Work Instructions) not limited to:

- National Environmental Management Act 107 of 1998
- National Environmental Management: Waste Act 59 of 2008
- National Environmental Management: Air Quality Act 39 of 2004
- Eskom Waste Standard 32-245
- Eskom Environmental Incident Management Procedure (240-133 087 117)
- Grootvlei Waste Management Procedure GVLE 0002
- Eskom SHEQ Policy-32-727 and policy statements

- ISO 14001:2025 Environmental Management System
- b) All incidents shall be managed according to Eskom Environmental incident management procedure 240-133087117.
- c) Polluter pays principles applies to all Contractors. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and incurring of associated costs.
- d) *Employer* personnel will conduct regular environmental audits. All *Contractors* are expected to participate and ensure that corrective actions are executed.
- e) Eskom Grootvlei Power Station shall issue non-conformances where there are deviations from Grootvlei Power Station Procedures and any other environmental requirements.
- f) All environmental management system documentation, records, reports shall be made available for review when requested.

The *Contractor* shall comply with the environmental criteria provided in the tender package.

3.3 Quality assurance requirements

- a. The *Contractor* shall adhere to all quality requirements as noted in the quality evaluation criteria document issued as part of the tender package.
- b. The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the Works. The system, will as a minimum, comply with the provisions of the ISO9001 and the Eskom Supplier Contract Quality Requirements Specification (240-105658000) The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.
- c. The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the system. Any deviations will be corrected to the *Employer's* satisfaction.
- d. The *Employer* has the right to stop the *Contractor's* work activities which, in the opinion of the *Employer*, does not meet the requirements of the system and will have a detrimental effect on plant performance.
- e. The *Contractor* ensures that all plant and materials for the Works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *contractor* provides the *employer* with a direct person to deal with, in terms of this contract, should this person be replaced, such information will be conveyed to the *Employer*.

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

The *Contractor* will be provided with Alcohol machines, straws, wipes medical gloves (when needed).

5 Working on the Affected Property

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

The *Contractor* shall be required to undergo site induction to gain access to site. The affected site is: Grootvlei Power Station and Vaaldam pump station.

Site Regulations

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

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