NEC3 Term Service Contract (TSC3)

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

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

for **COAL PLANT CLEANING AT MAJUBA POWER STATION FOR 60 MONTHS**

Contents:		**No of pages**
Part C1	**Agreements & Contract Data**	**[•]**
Part C2	**Pricing Data**	**[•]**
Part C3	**Scope of Work**	**[•]**

CONTRACT No. **[Insert at award stage]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance	[●]
	[to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the *Employer*	[●]
C1.2b	Contract Data provided by the *Contractor*	[●]
	[to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	[●]

C1.1 Form of Offer & Acceptance

Offer

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

1. COAL PLANT CLEANING AT MAJUBA POWER STATION FOR 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 or C	The offered total of the Prices exclusive of VAT is	**R [●]**
Option E	The first forecast of the total Defined Cost plus the Fee 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*.

2. Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

.....
(Insert name and address of organisation)

Name & signature of witness .....

Date .....

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

3. 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

4. Part one - Data provided by the *Employer*

.

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* 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 *Service Manager* is (name):	**T. Gazu**
	Address	**Majuba Power Station N11 Road Volkrust 2470**
	Tel	**+27 17 799 3697**

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

	Fax	**[●]**
	e-mail	**[●]**
11.2(2)	The Affected Property is	**Majuba Power Station**
11.2(13)	The *service* is	**Coal Plant Cleaning at Majuba Power Station for a period of 60 months.**
11.2(14)	The following matters will be included in the Risk Register	**All risks will be identified prior and addressed and registered during the Risk Register meeting that will take place as agreed between the parties.**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**05 days including weekends and public holidays.**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**A week of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *service period* is	**60 Months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**25th of every month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**04 weeks.**
51.4	The *interest rate* 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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. Late payment to the site personnel.** **2. Use of untrained personnel.** **3. Environmental pollution caused by spillage of waste to the environment.** **4. Spillage during transportation.** **5. Budget exhaustion and late invoicing.** **6. Exceeding speed limit and use of faulty and inappropriate vehicles.** **7. infections by biological waste and exposure to animals and reptile's waste.** **8. penalties and termination of contract, pre compliance notices.** **9. Mixing of waste and illegal dumping.** **10. improper disposal could cause fire.** **11. Injuries and exposure to skin, toxic, corrosive and flammable.** **12. Strike or riots.**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**

10 Data for main Option clause

A Priced contract with price list

20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**02 weeks.**

11 Data for Option W1

W1.1	The *Adjudicator*	**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 *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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 - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1	The *base date* for indices is	**[●].**		
	The proportions used to calculate the Price Adjustment Factor are:	**proportion**	**linked to index for**	**Index prepared by**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**

		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		[●]	**non-adjustable**	
		1.00		
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**			

No.	**Description**	***Employer*'s Requirement**	**Damages payable by *Contractor***
1	Approval of safety plan	Approval ASAP after contract award or **within 1 (one) week** of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	**R500.00 per day** without an approved safety file.
2	Approval of Quality Management System	**Within 6 (six) weeks** of contract start date.	**R500.00 per day** without an approved quality management system in place.
3	Authorisation of Supervisors as Responsible Person (RP) as per PSR.	**Within 6 (six) weeks** of contract start date **1 (one)** person per shift must be authorised as an RP for cleaning.	**R1,000.00 per incident** that an authorised RP is unavailable on a shift, leading to inability to clean.
4	Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must start within one hour.	**R500.00 per occurrence.**
5	Contract defect (NCR) raised 3 times in 6 weeks.	*Contractor* cleans as per the scope of work.	**R1, 000.00 per occurrence.**
6	Contravention of Environmental Regulations	*Contractor* co-ordinates activities directly with the Environmental Officer to ensure compliance.	**R1, 000.00 per occurrence.**
7	Uncompleted CM/PM/Statutory PM	CM/PM/Statutory PM must be dome and be completed as per the schedule	**R 1000,00 per occurrence**
8	LTI	Company fails to comply with	**R10 000.00 per occurrence.**

		safety requirements.	
9	Meeting Attendance	Ops support, BU Safety & Gemba.	**R500 per occurrence on each meeting not attended.**

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s 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 *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, 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 *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**[●] months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Five days of receiving the Task Order**
X20	**Key Performance Indicators (not used when Option X12 applies)**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	**Annexure [●] to this Contract Data**

X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**[•] months**
Z	**The *additional conditions of contract* 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 means a Committing Party unlawfully or illegally destroying, falsifying, altering or

Action 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 *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.

The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service	Loss of or damage to property The replacement cost Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimum lir 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 *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres,

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are 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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry) Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)[3] in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field ***once*** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

[3] Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**
C	**Target contract with price list**	
11.2(12)	The *price list* is in	
11.2(20)	The tendered total of the Prices is	**R**
E	**Cost reimbursable contract**	
11.2(12)	The *price list* is in	

PART 2: PRICING DATA

TSC3 Option A

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

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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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 no.	Description	Unit	QTY	Rate	Total Price
1.	Site establishment 1. Main contractor yard. **FULLY FUNCTIONAL OFFICE WITH FURNITURE, AIR-CONS, MALE & FEMALE TOILETS, LOCKER ROOM WITH LOCKERS, PAD LOCKS FOR THE WHOLE CREW AND ENOUGH DAY-NIGHT LIGHTS.** The offices to have the following: o Office for the Site Manager & the Quality Inspector. o Office for the Safety Officers. o Office for the Site Supervisors and the RP's. o Eating area for the whole crew. o Storage and tool room. • Fully functional laptop computers with FULL INTERNET ACCESS AND FULLY FUNCTIONAL 3 IN 1 PRINTING MACHINE WITH ALL COMPULSORY FIXTURES ***(a quantity of 05 laptop computers for the Site Manager, Site Quality Inspector, Supervisors and Site Safety Officers).*** • And the ***Contractor*** **to note the following for the offices and the locker room:** o All DB Boards, cabling as required to couple from the *Employer's* supply points and the electrical cable connection specifications: 03 core, 6mm armouring cable (100m long cable will be needed). o Power supply to be supplied by the *Employer* from existing Power Station supplies for the *Contractors* site where there are 220V, 15A and 380V, 64A power supplies within the station and in existing areas of the station. o Certificate of Compliance for electrical installation to be kept in the *Contractor's* site documents for the duration of the contract. o Certificate of Compliance for all the work that will be performed during establishment to be kept on site for the duration of the contract. o Standard underground pipes of 100m to be connected to the existing toilet system. o Only qualified Electricians and Plumbers will perform the tasks for site establishment. Certificates to be produced before commencement of work. ▪ **ALL OFFICES, LOCKER ROOM AND TOILETS IN THE CONTRACTOR'S SITE TO HAVE THE FOLLOWING:** ▪ Enough windows with burglars in each window. ▪ Lights with switches and at-least 02 plugs in each office. ▪ Visible enough site signs, safety signs, and any other	Once-off	01		

	signs that are needed on site. • **BLACK COLOR RECHARGEABLE SPOT TO FLOOD TORCHES** *(a quantity of 16 torches for the Site Manager, Site Quality Inspector, Site Supervisors, Site Responsible Persons and Site Safety Officers)* with the following specifications: o Extreme bright LED 900 lumens flashlight globe. o 230m (L) X 100m (W) X 50mm (H), 0.38kg weight, 400 beam distance. o Five (05) mode operation (bright, medium, dim, strobe and SOS beam). o Shockproof and splash proof resistance. o Up to 5 hours of continuous battery life. o To include a rugged pouch. o 01-year limited warranty. o Once off 300watts flood lights(x5). • **HANDHELP TWO-WAY RADIOS** *(a quantity of 20 portable radios for the Site Manager, Site Quality Inspector, Site Supervisors, Site Responsible Persons and Site Safety Officers)* with the following specifications: o Area coverage of 15km range. All portable radio accessories. 2. 10KT Silos for crew working there (as minimum, change room and eating area). *3.* Coal stockyard for crew working there (as minimum, change room, shower, toilet and eating area)				
2.	Site de-establishment – to be paid at the end of the contract.	Once-off	01		
3.	**CONSUMABLES, TOOLS & OTHER:** • Heavy duty brooms • Industrial cleaning steel buckets • Heavy duty feather dusters • Concrete type wheelbarrows • Heavy duty cleaning rags • Heavy duty cleaning mops • Square mouth with scoop shovels • Flat digging spades • Heavy duty garden pick • Safety harnesses • Industrial plant cleaning chemicals • Heavy duty cleaning brushes • Industrial cleaning steel mopping trolleys • Electrical Jack Hammers • Hydrant firehoses (ANY COLOR EXCEPT FOR RED COLOR) with male and female couplings • Firefighting handgun nozzles • SABS toilet paper rolls	Once-off in 12 months	05		
BELOW IS THE LIST OF THE COMPLETE SAFETY REQUIREMENTS FOR THE WHOLE CREW FOR THE DURATION OF THE CONTRACT AND THE CONTRACTOR TO NOTE OF THE FOLLOWING: ▪ **ANY REPLACEMENT FOR ANY REASON WILL BE AT THE COST OF THE CONTRACTOR.** ▪ **ALL PPE TO BE SABS APPROVED WITH A VISIBLE COMPANY LOGO AND NAME.**					
	SAFETY REQUIREMENTS: ▪ Safety boots with steel toe cap for the whole crew ▪ Hard hats with chin strap				

1.	▪ Gloves (leather & PVC) ▪ Navy-blue flame-retardant acid-resistant overalls with a visible company logo and reflective strips for jacket and trouser ***(MINIMUM OF 02 PAIRS OF OVERALLS PER PERSON EXCEPT FOR REPLACEMENT)*** ▪ P100 respirators (3M (6000series) re-usable half face mask with 2138 P3 particle filters suitable for coal and ash dust area for all crew. ▪ Safety goggles ▪ Industrial protective cover-all with hood and elasticized knit cuffs ▪ Earmuffs hearing protection. ▪ Waterproof cover-all safety overalls ▪ SITE SAFETY AND ANY OTHER STATUTORY PROVISIONS (INCLUDES) ▪ Health and safety file. ▪ Health & safety plan. ▪ Full medicals. ▪ Safety Training. ▪ Police clearance report. ▪ Any Safety and Contract related training	Once-off in 12 months	05		
2.	▪ Navy-blue flame-retardant acid-resistant **WARM WINTER JACKET** WITH A VISIBLE COMPANY LOGO, COMPANY NAME AND REFLECTIVE STRIPS ***(02 jacket per person for the duration of the contract)*** **– THESE IS FOR THE WHOLE CREW.** ▪ Rainwater boots (gumboots) ***02 gumboots per person for the duration of the contract*** **– THESE IS FOR THE WHOLE CREW.** • **Freezer Jacket and Pants Pants features** (Extra snug double insulation, Velcro neck closure, large nylon zip, Quilted fleece lining for extra comfort and warmth, Comfort knitted cuffs, straight cut sleeve for snug fit, Reflective tape). Trouser Features (Extra snug double insulation, Quilted fleece lining for extra comfort and warmth, Elasticated waist and Reflective tape. (for all shift workers)	Once-off at the beginning & once-off in the middle of the contract	02		
BELOW IS THE LIST OF FULLY FUNCTIONAL MACHINES NEEDED FOR THE DURATION OF THE CONTRACT AND THE CONTRACTOR TO NOTE THE FOLLOWING FOR BOTH THE MACHINES AND OPERATORS: EACH MACHINE TO BE INCLUSIVE OF MONTHLY RUNNING COSTS i.e., WET RATES E.G. FUEL, TOLL, MAINTENANCE, ETC. – BUDGET COSTS. ONLY ROADWORTHY, SOUND AND SAFE MACHINES THAT WILL BE ALLOWED ON SITE. MAJUBA P.S. FLAT RATES TO APPLY FOR WEEKENDS AND PUBLIC HOLIDAYS ON MACHINES.					
1.	TLB x1 (TLB)Tractor Loader Backhoe–SOUNDPROOF i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 TLB IS NEEDED.**	Daily	1860		
2.	1x HP Machine minimum 500 bar with 1000liters water capacity. (**as and when required basis).**	Daily	1860		
3.	TIPPLER TRUCK 10 CUBE x1 SOUNDPROOF Tipper truck unit (dump truck) WITH A SCOOP CAPACITY OF 10 000kg. i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 TIPPER TRUCKS ARE NEEDED.**	Daily	1860		
4.	SKIDSTEER (BOBCAT) x1 Bobcat i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Bobcat IS NEEDED.**	Daily	1860		

5.	LDV double cab bakkie – for daily site activities (Site work only) i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 LDV DOUBLE CAB BAKKIE IS NEEDED.**	Daily	1860		
6.	Home-work-home transport – (**FOR TRANSPORTING THE WHOLE CREW)** to & from work daily, weekend & public holidays working and around the Power Station i.e., from the Contractor's yard to the workstation. **i.e., MONDAY TO SUNDAY INCLUDING WEEKENDS AND PUBLIC HOLIDAYS.**	Daily	1860		
BELOW IS THE LIST OF PLANT AREAS FOR INDUSTRIAL CLEANING THAT MUST BE COVERED BY A MINIMUM NUMBER OF GENERAL WORKERS STIPULATED IN EACH PLANT AREA: WORKING FOR THE DURATION OF THE CONTRACT (ALL RATES AND PRICES WILL BE ASSUMED TO BE FULLY INCLUSIVE OF EVERYTHING NECESSARY (SUCH AS CORRECT LABOUR RATES, 13TH CHEQUE BONUS FOR THE WHOLE CREW, ANY BONUSES, ANY ALLOWANCE, AND ANY LEAVE, ETC.) TO PROVIDE THE SERVICE AS DESCRIBED AT THE TIME OF ENTERING INTO THIS CONTRACT.					
	Key Personnel (Normal 08 Hour Day)	**Unit**	**QTY**	**Rate**	**Total Price for 5 years**
1.	1x Site Manager	Hourly	10 380		
2.	6x Supervisors	Hourly	51 900		
3.	1x Quality inspector	Hourly	10 380		
4.	3x Safety Officers	Hourly	31 140		
5.	6x Responsible Persons RP	Hourly	62 280		
6.	1x Administrator	Hourly	10 380		
7.	1x Storeman	Hourly	10 380		
	Key Personnel (overtime Saturday calculated at 1.5 time)				
8.	1x Site Manager	Hourly	900		
9.	6x Supervisors	Hourly	500		
10.	1x Quality inspector	Hourly	2700		
11.	3x Safety Officers	Hourly	1500		
12.	6x Responsible Persons RP	Hourly	500		
13.	Administrator	Hourly	900		
14.	Storeman	Hourly	900		
15.	50 additional General workers	Hourly	26 000		
	Personnel (overtime Sunday, public holidays calculated at double time)				
16.	1x Site Manager	Hourly	900		
17.	6x Supervisors	Hourly	500		
18.	1x Quality inspector	Hourly	900		
19.	3x Safety Officers	Hourly	2700		
20.	6x Responsible Persons RP	Hourly	500		
21.	Administrator	Hourly	900		
22.	Storeman	Hourly	900		
23.	50 additional General workers	Hourly	26 000		
24.	General Workers (public holidays **calculated at double time of the hourly rate** – 08-hour shift).	Hourly	26 000		
BELOW IS THE LIST OF PLANT AREAS FOR COAL PLANT CLEANING THAT MUST BE COVERED BY A MINIMUM NUMBER OF GENERAL WORKERS STIPULATED IN EACH PLANT AREA: WORKING FOR THE DURATION OF THE CONTRACT (ALL RATES AND PRICES WILL BE ASSUMED TO BE FULLY INCLUSIVE OF EVERYTHING NECESSARY (SUCH AS CORRECT LABOUR RATES, 13TH CHEQUE BONUS FOR THE WHOLE CREW, ANY BONUSES, ANY ALLOWANCE, AND ANY LEAVE, ETC.) TO PROVIDE THE SERVICE AS DESCRIBED AT THE TIME OF ENTERING INTO THIS CONTRACT.					
1.	Coal chute cleaning (26 per shift) With 104 General workers	Monthly	60		
2.	Unit 1 to 6 42 m/l bin feeds areas 10 General workers	Monthly	60		
3.	Unit 1 to 6 boiler incline/bin links & cross conveyors.	Monthly	60		

	10 General workers				
4.	10 000-ton Silo 10, 20 and 30 6 General workers	Monthly	60		
5.	Coal Tippler and Tippler loadout conveyors 10 General workers	Monthly	60		
6.	Tippler loadout/stacker conveyor areas 8 General workers	Monthly	60		
7.	Coal Overland and interim conveyors. 10 General workers	Monthly	60		
8.	Reclaim tunnels 20 General workers	Monthly	60		
9.	Weighbridges 6 General workers	Monthly	60		
10.	All Coal substations 6 General workers	Monthly	60		
11.	Coal Plant Rainy Season Crew 50 General workers (As and when required)	Hourly	26 000		
	The total of the Prices				

The total of the prices should be all inclusive and made provision for but not limited to e.g.: Public holidays worked, overtime worked, call outs, standby, shift and any other allowances

Table 1 Shift Crew of 26 General Workers

Coal Chute cleaning (Shifts)	
PLANT AREA	**MANPOWER QTY**
Top of 10 000-ton Silo's	Minimum 2 general workers per shift
10 000-ton Silo 10 bottom feeders	Minimum 2 general workers per shift
10 000-ton Silo 20 bottom feeders	Minimum 2 general workers per shift
10 000-ton Silo 30 bottom feeders	Minimum 2 labourers per shift
Coal Tippler Magnet separators	Minimum 2 labourers per shift
Reclaim conveyors tail-ends	Minimum 4 labourers per shift
Tippler takeout conveyors	Minimum 2 labourers per shift
Reclaim / Overland chutes	Minimum 2 labourers per shift
Units 1 up to 6: 42-meter level chutes	Minimum 8 labourers per shift
Total	**26 labourers**
Supervisor (authorized as responsible person to take out permit to work if intensive cleaning is needed)	Minimum 1 supervisor per shift

PLEASE NOTE OF THE FOLLOWING:

- ***All rates and prices will be assumed to be fully inclusive of everything necessary*** (such as correct labour rates, 13th cheque bonus, any bonuses, any allowance, and any leave, etc.) to provide the service as described at the time of entering this contract.
- Normal day shift to have at-least 02 First Aiders and Safety Representatives for the duration of the contract.
- The *Contractor* is obliged to meet the monthly cost obligations including the payment of salaries for the site staff and equipment and that no work stoppages will happen due to insufficient funds or any payment delays by the *Employer.*
- Where quantities are not specified, it will be the responsibility of the *Contractor* determine the quantities itself. PLEASE NOTE THE MINIMUM STATED.
- Payment will be on actual hours/days worked **ONLY** not according to the contract or order number value this means that signed timesheets for both people and machines to accompany the assessment.
- Proof of PPE, safety harnesses issued, tools, consumables etc. issued with dates and signatures to accompany the invoice.
- The *Contractor* ensures stringent record keeping of all persons on site.
- Failure to provide qualified Site Personnel as per the technical evaluation criteria and price list will be non-compliance and violation to the Contract Agreement and penalties and immediate removal of the unqualified person will apply.
- The *Contractor* must comply with the labour laws, for more info, please read section 5.2 under: people restrictions, hours of work, conduct and records. This includes anyone who will be working and supervising in the plant is expected to be always on full PPE.
- **During outages, normal cleaning will continue the affected plant.**
- **This contract is an all-inclusive contract, the contractor needs to make provision for e.g., any overtime worked, public holidays worked, shift allowance or any other allowance where applicable, and 13th cheque etc.**
- Eating on the plant will be strictly prohibited whether it's during the day or night, the *Contractor* to transport its people to the eating area during that time, using the same transport that is used for home-work-home.
- All Responsible Persons (RP's) to be trained and have valid Majuba Power Station's PSR authorisation within the first six months of the contract start date. Failure to do that penalties will apply and replacement to be done immediately.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

PART C1: AGREEMENTS & CONTRACT DATA 2
Offer 3
COAL PLANT CLEANING AT MAJUBA POWER STATION FOR 60 MONTHS 3
Acceptance 4
Schedule of Deviations to be completed by the *Employer* prior to contract award 5
Part one - Data provided by the *Employer* 6
Statement 6
Data 6
General 6
2 7
The *Contractor*'s main responsibilities 7
3 7
Time 7
4 7
Testing and defects 7
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
5 7
Payment 7
6 8
Compensation events 8
7 8
Use of Equipment Plant and Materials 8
There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data 8
8 8
Risks and insurance 8
9 8
Termination 8
10 9
Data for main Option clause 9
11 9
Data for Option W1 9
12 9
Data for secondary Option clauses 9
Part two - Data provided by the *Contractor* 19
Clause 19
Statement 19
Data 19
Part 2: Pricing Data 21
How work is priced and assessed for payment 1
Function of the Price List 1
Link to the *Contractor*'s plan 1
Preparing the *price list* 1
Format of the *price list* 2
Part 3: Scope of Work 7
C3.1: Employer's service Information 2
1. Description of the *service* 5
1.1 Executive overview 5
2.1 Scope of Work Breakdown 6
2.1.1 Coal Plant 6
2.1.2 BOUNDARIES 6

2.1.3 EXPECTED INDUSTRIAL CLEANING NEEDS 7
2.1.4 MINIMUM EQUIPMENT/TOOLS/MATERIAL FOR COAL PLANT 8
2.2 COAL CHUTE CLEANING 9
2.2.1 Chute cleaning Base Crew, and labour laws 9
2.2.2 Co-Operation 10
2.3 Works Management. 10
2.3.1 Use of Tools and Equipment onsite. 11
2.4 Interpretation and terminology 11
2.4.1 Abbreviations 11
2.5 Definitions 13
2.6 Management strategy and start up. 14
2.6.1 Management Meetings 14
2.7 House keeping 15
2.8 Strike Action 15
2.9 Plant Hazards 15
Delegation of Contract roles 15
Procedures 15
The *Contractor*'s plan for the service 16
2.10 Contractor's management, supervision, and key people 16
2.10.1 Following are some of the *Contractor's* Supervisor/Site Manager duties: 17
2.10.2 Following are some of the Safety Officer duties: 17
2.10.3 The Contractor to note and comply with the following: 18
2.10.4 Constraints on how the contractor provides the works Plant Safety regulations. 18
2.10.4.1 Power Supply Arrangements 18
2.10.4.2 Security arrangements 19
2.11 Transporting 19
2.12 Documentation control. 19
2.12.1 Correspondence 19
2.12.2 Contract Conditions 20
2.13 Qualifications and experience 20
2.14 Requirements for the programme 20
2.15 Services and other things provided by the Employer 20
2.15.1 Spares, tools, consumables and PPE 20
2.15.2 Use of the Employer's Equipment 21
2.15.3 Accommodation and catering 21
2.15.4 Office and Toilet Facilities 21
2.15.5 Refuse Disposal 21
2.16 Constraints on how the Contractor Provides the Works 21
2.16.1 Monitoring at offloading, Stackers, reclaims and transfer houses 22
2.16.2 Contractor's Skills and other Requirements 22
2.17 Skills Development 23
Invoicing and payment 23
Purchase order or Purchase Requisition 23
Details On how to submit invoices. 23
Assessments 24
Tax Invoice 24
The following information must be included on each invoice submitted (either personally or by post): .. 24
Invoices - (the VAT Act) 25
Cost Price Adjustment implementation (CPA) 25
Invoice price versus order price 26
2.18 Health and safety, the environment and quality assurance 26
Health and safety risk management 26
2.18.1 Vehicle and driver safety 26
2.18.2 Transportation of passengers: open LDV's: 26
2.18.3 Eskom Life-Saving Rules: 27
2.18.4 Consequences of Violating a life-Saving Rule 28
2.18.5 Employees' Right of Refusal to Work in an Unsafe Situation Procedure 28
General 28
2.18.6 Standard Procedure for When an employee Exercises his or her Right of Refusal to Work in the case of an Unsafe Work Situation 29

2.19 Site Establishment Requirements 30
Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor 31
Accreditation and validity period and area 31
Medical Facilities: 31
Abuse of alcohol and/or intoxicating substances 31
2.20 Quality constraints and management 32
Requirements 32
Documents to be submitted after the Contract Award Date 32
Documents to be submitted during the term of the contract. 32
Contract Quality Plan 32
Access to the Contractor's and Sub-contractor's premises and facilities 32
2.21 Environmental Constraints and management 32
Requirements 32
2.21.1 Waste Disposal: 33
2.21.2 Hazardous substances 33
2.21.3 Scrap Removal 33
2.22 Procurement 33
2.22.1 Identified Key personnel. 33
2.22.2 Subcontracting 34
Preferred subcontractors 34
2.22.3 BBBEE and Preferencing scheme 34
2.22.4 Supplier Development and Localisation (SD&L) 34
2.22.4.1 General Requirements 34
2.22.4.2 Transporting of Staff 35
2.22.4.3 SMMEs 35
2.23 Working on the Affected Property 35
2.23.1 Employer's site entry and security control, permits, and site regulations. 35
2.23.2 Permits 35
2.23.3 People restrictions, hours of work, conduct and records 35
2.24 Health and safety facilities on the Affected Property 35
2.25 Records of *Contractor*'s Equipment 36
2.26 Equipment provided by the *Employer* 36
2.27 Site services and facilities 36
2.27.1 Provided by the *Employer* 36
2.27.2 Provided by the *Contractor* 36
2.28 Low-performance Damages. 36

1. Description of the *service*

1.1 Executive overview

This Scope of Work (SOW) outlines the industrial cleaning services to be performed at Coal Plant, a coal-fired power generation facility located in Majuba Power station. The purpose of this document is to define the requirements, methodologies, and responsibilities associated with the cleaning of critical plant systems and equipment to support safe, efficient, and compliant plant operations.

Coal-fired power plants generate significant accumulations of coal dust, fly ash, bottom ash, soot, and other combustion byproducts throughout their systems. Left unaddressed, these deposits can reduce operational efficiency, increase fire and explosion risk, accelerate equipment wear, and create housekeeping and environmental compliance issues. Regular and thorough industrial cleaning is therefore essential to maintaining equipment reliability, worker safety, and regulatory compliance.

This SOW covers the following general categories of work, detailed further in subsequent sections: e.g., Reclaim tunnel, Conveyor cleaning, coal equipment cleaning, electrical equipment cleaning, Tippler plant cleaning, over silo cleaning and general cleaning across the plant.

This contract is for the industrial cleaning on the Coal Plant, Coal plant chutes, all coal conveyors and coal substations, at Majuba Power Station. Clean is defined as free from build-up of dust, debris, ash, grease, oil, litter, pools of water or any other condition that may reflect poor housekeeping. Cleaning is deemed to have been carried out if the minimum, as defined on the scope of work has been affected. Expected nature of rubbish and dirt to be cleaned is coarse and fine ash settling, coal and pulverised fuel, dust on plant and equipment and oil and grease spillages from and over machinery, because of normal activities. The amount of coarse and fine coal, grease and oil spillages, rubble, litter, debris and blockages is expected to be significant. Any spillage of material caused by coal changes or defective plant will be viewed as process cleaning.

The scope of work specifies the locations that need to be cleaned and the minimum frequency that they need to be cleaned. The scope of work breakdown provides more clarification on these points. Regardless of the specified cleaning frequency, any issue needs to be fixed right away.

The Contractor is expected to always provide a 24-hour services on site, 7 days a week including weekends and public holidays. Continuous cleaning is expected on all areas included on the scope. During outages, normal cleaning will continue the affected plant.
This contract is an all-inclusive contract, the contractor needs to make provision for e.g., any overtime or public holidays worked, call outs, standby, shift allowance, 13th cheque etc.

Where permit to work is required, cleaning personnel responsible for that plant will be responsible for taking the permit for cleaning on that plant as per the **Plant Safety Regulations**
The *Contractor's* teams must always be led and Supervised by Qualified, Competent, and experienced team leader. The *Contractor* must provide the equipment needed to provide the Service.

The *Contractor* has identified a representative as a key person approved by the *Employer* who will report to the Service manager and co-ordinate all activities. The Site representative must be a Qualified and experience person. The *Contractor* is Subject to low-Performance Penalties as indicated in The Service Level Table. The *Contractor* shall ensure that the contracted service is performed regardless of strike and industrial action.
The environmental officer will oversee and control access to the temporary hazardous storage site.

2.1 Scope of Work Breakdown

2.1.1 Coal Plant

Industrial Cleaning on Coal plant and Coal chute cleaning for 24 hr 7 days a week.

2.1.2 BOUNDARIES

(a) Tippler plant, all coal conveying, transfer house, stacking, reclaiming, loading and off-loading plant up to and including the transfer point located at the entrance of the Boiler House. All coal conveyors inside the boiler house up to the coal bunkers.
(b) All drive houses, transfer houses and support structures in the areas of the systems Including the tippler, take-out conveyors, and bypass conveyors.
(c) All coal weighbridges and the weighbridge at the security gate area.
(d) Spotters on tippler, bin feed, bin link, reclaims, overland and on the incline coal conveyors on 24hrs basis.
(e) 24 hours service (Shift work) will be required in coal plant to clean all coal station conveyors chutes. During the raining season the contractor needs to ensure there are additional resources to ensure a continuous flow of coal to the bunkers.
(f) Emptying of metals bins in all magnetic separators and dispose metals on the appropriate metals skips provided by the employer.

2.1.3 EXPECTED INDUSTRIAL CLEANING NEEDS

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS
Gearboxes	Sweep, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	Daily	Take care when cleaning moving/rotating plant
Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean	Daily	Sweep and clean up.
Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	Daily	Take care when cleaning moving/rotating plant
All Drains	Vacuum clean, pick up all rubbish, rubble, discard spares and clean	Daily	Sweep, clean up and unblock. Put back the covers.
Fire extinguishers, hydrants and hose reels	Dust and damp clean	Daily	Sweep and clean up.
Dust bins	Empty into local waste skips and clean	Daily	Not overflow.
Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	Sweep and clean up.
Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	Sweep and clean up.
Grated floors	Dust, and pick up all rubbish, rubble and discards	Daily	Sweep and clean up. Put back the grates.
Pedestals	Water wash and scrub, alternatively dust, scrub and clean	Daily	Sweep and clean up.
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily clean / inspection	Leave sumps clean and empty.
Conveyors, Conveyor structures, idlers, counterweights, drive stations and pulleys.	Sweep, vacuum clean, degrease and damp clean using detergents when needed. Remove all coal and coal dust underneath belts and idlers and pulleys.	Daily	Take care when cleaning moving / rotating plant no detergents to enter oil systems
Floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep	Daily	Sweep and clean up.
All Roofs	Dust, and pick up all rubbish, rubble and discards	Monthly	Wear safety harness
Metals and rocks must be spotted daily	Spotters	Daily	On the boiler inclines, overland's, reclaimers. Tippler take out
All weighbridges	Clean the surface and underneath the bridge and load cells	weekly	During rainy season more frequent cleaning needed.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS
Electric motors electric plugs	Sweep and damp clean using detergent/degreasing fluid, splash water is allowed avoid direct water jets.	Daily	Take care when cleaning moving/rotating plant
Electric panel boards	Sweep and damp clean	Daily	Open panels not to be cleaned
Switch and control	Dust and damp clean, no direct water	Daily	
Reclaim tunnels	Sweep, and pick up all rubbish, rubble and washed-in coal	Daily	Take care of moving plant.
Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets	Daily	Sweep and clean up.
Telephone cubicles	Dust and damp clean	Daily	Sweep and clean up.
Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean	Daily	Take care when cleaning moving/rotating plant
Coal spillages on all coal conveyors on site	Sweep and pick up coal	Daily	Sweep and clean up.
All coal conveyors overland	Empty the conveyor and remove spillages	As and when required	Even the return side.

2.1.4 MINIMUM EQUIPMENT/TOOLS/MATERIAL FOR COAL PLANT

1	1 x Tipper truck 10 m3	Coal stock yard areas	Coal conveyors, coal silo and Coal stock yard cleaning
2	1 x Bob cat, 1x TLB or front-end loader	Coal stock yard areas	To pick up coal build on coal conveyors, coal silos and Coal stock yard cleaning
3	1 x HP machine Minimum 500 bar with 1000 lt capacity	Coal Plant	To clean weighbridges and conveyor idlers.
4	1x LDV/Double cab bakkie	Coal Plant	Around the station and coal plant.
5	Spades, brooms, feather dusters, wheelbarrows and hoses.	Coal Plant	Floors, structures, handrails etc.
6	Saw dust	Coal Plant	floors, oil spillages
7	Liquid Cleaning materials	Coal Plant	walls, floors, panels, doors, etc.

2.2 COAL CHUTE CLEANING

(a) Continuous (24 hour) cleaning of coal chutes. The Contractor shall at all times maintain a continuous coal flow to running units. Cleaning to be done in accordance with Majuba Procedures.

NOTE: Due to seasonal and coal quality changes, the workload will vary from month to month.

(b) Continuous (24 hour) cleaning and monitoring at the 10 000-ton over silo's link rails and oversize coal and rocks must be removed continuously from inside the chute and dumped through the rock removal chute into the bin provided.

NOTE: The units may be called back to service at any time and extra silos might come into operation.

(c) No blocked chute detectors available on top of 10 000-ton silo 20, 24-hour monitoring needed Spotters required for monitoring of the oversized coal, metals and rocks on conveyors that doesn't have screens and magnetic separators/ faulty magnetic separators.

(d) In case of coal spillages and conveyor overload, supplier must clean the coal up to 20 tons. Above that supplier will be compensated. If spotters are placed correctly spillages will be minimised.

NB: Supervision and shift changes to be done by the *Contractor*. Shift change needs to take place on the plant, no unattended chutes allowed. If the silo is not in operation, the *Contractor* must trip the long line protection of the bottom feeder.

(e) Contractor to plan running silos through Outside Plant Control Room (OPCR) and Electrical Operating Desk (EOD).

(f) Any coal spillages caused by a blocked chute or negligence by *Contractor* will be cleaned immediately by the *Contractor*. The *Contractor* must provide his own teams for cleaning such spillages.

(g) All work shall be done according to Majuba Safety Regulations and the Generation Plant Safety Regulations.

2.2.1 Chute cleaning Base Crew, and labour laws

Contractor maintains a base crew, with applicable hand tools required for the Works at Majuba Power Station. The *Contractor* supervises the base crew.
The base crew should comprise of the following at **minimum:**

Top of 10 000-ton Silo's	Minimum **2** labourer per shift
10 000-ton Silo 10 bottom feeders	Minimum **2** labourers per shift
10 000-ton Silo 20 bottom feeders	Minimum **2** labourers per shift
10 000-ton Silo 30 bottom feeders	Minimum **2** labourers per shift
Coal Tippler Plant, Tippler loadout.	Minimum **2** labourers per shift
Reclaim conveyors includes magnet separators.	Minimum **4** labourers per shift
Overland 12 & 22 (return side) includes magnet separators.	Minimum **2** labourers per shift
Boiler inclines 1,2&3 includes magnet separators.	Minimum **2** labourers per shift
Units 1 up to 6: 42-meter level chutes	Minimum **6** labourers per shift
All Buffalo feeders	Minimum **2** labourers per shift

Supervisor (authorized as responsible person to take out permit to work if intensive cleaning is needed)	Minimum **1** supervisor per shift
Responsible Persons	Minimum **1** RP per shift

Please note that 8-hour shifts per day are required and a 4-shift cycle needs to be worked.
Besides the shift workers there should be enough day shift cleaners to execute the entire cleaning scope as stipulated in the cleaning needs of the coal plant. The day shift crew needs to have at least 2 Responsible Persons that can take out permits for cleaning.

2.2.2 Co-Operation

(a) The Contractors will undertake to co-operate with Employer on all activities required to operate the Employers plant within the areas of Contractors responsibility.

Vehicle Safety on Site (Eskom Policy)

The *Contractor* (including Subcontractors) must: -

(a) Never disregard road signs, drive recklessly, exceed the speed limit, exceed the alcohol limit, or do anything contrary to the National Road Traffic Act while on Eskom Sites.

(b) Not drive any vehicle, on site, if not in possession of a valid national driver*s license.

(c) Not hold a cellular or mobile telephone or radio in one or both hands and with any other part of the body while driving. A cellular or mobile telephone may only be used while driving if it is fitted with a hands-free device.

(d) Make sure that all passengers are always seated and wear seatbelts.

(e) Never transport any employee or contractor in the back of an open vehicle without the necessary safety features. This includes LDV's (Bakkies) fitted with canopies.

(f) Never Park a vehicle in such a way that it would be a hazard to other road users.

(g) The *Contractor* hereby indemnifies the *Client (Employer)* and holds the *Client (Employer)* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Client (Employer)* and/or suffered or incurred by the *Client (Employer)* (as the case may be) as a result of, any failure of the *Contractor,* its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the *Client (Employer)* to procure the compliance by the *Contractor ,* its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

(h) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

2.3 Works Management.

Eskom's Works Management process requires that work be prioritised, and that corrective action be taken as follows:

Priority	Description
Priority 1	Priority 1 – 24 hours to affect the repair
Priority 2	72 hours to affect the repair
Priority 3	planned and completed within 5 weeks
Priority 4	Next GO

2.3.1 Use of Tools and Equipment onsite.

a) It is the responsibility of the *Contractor* to supply the consumables, tools and other equipment required for the service. List of items needed:

Consumables, tools & other:

- Tipper Truck 10 m3
- TLB
- Front end Loader
- Bobcat.
- Heavy duty cleaning rags.
- Square mouth with scoop shovels.
- Flexible hoses pipes.
- Flat digging spades.
- Spanner – different types.

- Industrial plant cleaning chemicals e.g., degreaser.
- Heavy duty cleaning brushes.

Other equipment's

- LDV bakkie
- Transport from contractor site to the plant.

b) The *Contractor* ensures that any one of his employees or Subcontractor, is authorised and trained to use the equipment's onsite.

2.4 Interpretation and terminology

2.4.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
CPA	Cost Price Adjustment
EOD	Electrical Operating Desk
FFFR	Fossil Fuel Firing Regulation
G-Drive	Eskom Data Storage Tool
GO	General Overhaul
GR	Goods Received
ISO	International Organization for Standardization
KPI	Key Performance Indicators
NEC	New Engineering Contract

OHS Act	Occupational Health and Safety Act
OPS	Operating
PM	Planned Maintenance
PDF	Portable Document format
PPE	Personal Protective Equipment
PSR	Plant Safety Regulation
QCP	Quality Control Plan
SAP	Eskom Computerized Assets Management
SD&L	Skills Development and Localisation
SE	Service Entry
SOW	Scope of Work
VAT	Value Added Tax

2.5 Definitions

Definition	Explanation
Agent	(OHS Act) means any person who acts as a representative for a client
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
Contractor	In relation to this document, where the word “Contractor” is used, it will mean all or some of the following: principal Contractors, appointed Contractors, suppliers, vendors, service providers and consultants
Employer	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex-labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being
Environmental aspect	Element of an organization's activities or products or services that can interact with the environment
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly, or partially resulting from an organization's environmental aspects
Environmental Management plan	A detailed plan of action prepared to ensure that recommendations for enhancing or ensuring positive impacts and limiting or preventing negative environmental impacts are implemented during the life cycle of a project. This Environmental Management Plan should preferably form part of Eskom’s Environmental Management System
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, specifications, work instructions, guidelines, or manuals
Fall protection plan	(OHS Act) means a documented plan of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied to eliminate the risk
Hazard	(OHS Act) means a source of, or exposure to, danger
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified
Health and safety requirements	Means comprehensive health and safety requirements for a contract, project, Site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, Site, and scope of work
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held prior to the commencement of the day’s work and that is attended by all the relevant employees associated with the work task
Project Manager/ Leader	(32-136) means the person who has the responsibility for the successful planning and execution of a project. The Project Manager must satisfy the certification requirements set by the South African Council for the Project and Construction Management Professions.

Definition	Explanation
	Note: The Project Manager is the duly authorised Eskom representative who acts on Eskom's behalf as the administrating officer for the purposes of the contract
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to remove, reduce, or control such hazard.
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal Contractors, Contractors, suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Supplier	(32-1034) means a natural or legal person who renders a service and may include the following current or potential supplier vendor, *Contractor*, consultant
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion

2.6 Management strategy and start up.

2.6.1 Management Meetings

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

Name	Frequency	Attendance by relevant Employer's personnel:	Attendance by relevant Contractor's personnel:
Daily Meeting	Daily Morning 07:30	Contract Supervisor	Contractors Site manager/Supervisor
Contract Safety Meeting	Monthly	Eskom Safety officers and Contract manager	Contractors Site manager/Supervisor
Gemba Walk	Fridays	Contract Supervisor	Contractors Site manager/Supervisor
Contract kick-off	Once off	Service manager, Plant supervisor/manager and/or other necessary representatives.	Site manager, Site supervisor and/or other necessary representatives.
Early Warning	As and when notified by either party	Service manager and Plant supervisor/manager and other relevant personnel.	Site manager and Site supervisor/manager and other relevant personnel.
Technical and/or non-conformance	At least once every 3 months	Service manager, Plant supervisor and technical representative.	Site manager, Site supervisor and technical representative.
Safety Incidents	For each occurrence	Safety Representative, Service manager and Plant supervisor and others involved.	Safety Representative, Site manager and Site supervisor and others involved.
Planning meeting	Weekly	Contract Supervisor, planning Supervisor	Planner, Site Supervisor
KPI Meeting	Monthly	Service manager and Plant supervisor/manager	Service manager and Plant supervisor/manager
Ops Gemba meeting	Tuesdays	Service manager and Plant supervisor/manager and other relevant personnel.	Service manager and Plant supervisor/manager and other relevant personnel.
Contractor's BU Safety Meeting	Monthly	Service manager and Plant supervisor/manager and other relevant personnel.	Service manager and Plant supervisor/manager and other relevant personnel.

Work stoppages	Employer's request.	Service manager, and/or other necessary representatives.	Site supervisor and/or other necessary representatives.

All meetings are 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 confirming actions or instructions under the contract as these are done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings etc.

2.7 House keeping

The *Contractor* is to report all housekeeping on the Plant areas where work is to be performed during cleaning process. Possible sources of contamination are to be addresses by the *Contractor* before work starts. All materials, consumables, and spares (new, used or damages) etc. are to be removed from the Plant and deposited in the appropriate areas.

These are unless otherwise directed by the Employer:

(a) Scrap steel is to be deposited in the allocated metals Bins at the Africa Store.
(b) Domestic waste is to be deposited in debris bins or a Domestic waste skip.
(c) Hazardous and contaminated Material or waste is to be deposited in the Skips provided for this purpose, usually at the Fuel oil offloading Station.

2.8 Strike Action

Majuba Power Station is a National Key Point as such strike action and the associated intimidation and other activities associated with industrial action place the power station at risk. Therefore:

(a) The *Contractor* is to ensure that the contracted service is performed regardless of strike and industrial action.
(b) The *Contractor* is to take all possible steps to ensure that strike action and the associated intimidation and other activities associated with industrial action do not take place on the premises of the Power Station.
(c) The *Contractor* is required to provide an action plan for approval on how this situation is going to be mitigated without interruption to service provision.

2.9 Plant Hazards

The *Contractor* will Conduct a Base line risk assessment and provide to the *Service Manager* and abide by Safe work procedures that mitigate each risk identified. The *Contractor* shall ensure that all the employees have done all required safety training relevant to their outputs and all risks highlighted to them by the contractor.

240-77471499 - Annexure A - Supplier Risk Category contains the possible hazards identified by the Employer.

Weather conditions are to be considered and the Contractor is to put measures in place to execute the work Regardless of weather conditions.

Delegation of Contract roles

The *Service Manager* may in terms of NEC Claus14.2 Delegate Certain Planning and coordinating rolls to others.

Procedures

In the event that an Eskom policies and Procedures should change, the Contractor is required to adopt the replaced or revised Procedure. The list of procedures to be used is provided under a specific section covering specific process or task.

The *Contractor*'s plan for the service

The Contractor shall provide an overall plan which stipulates how the provision of the services shall be facilitated to meet the Employer's needs. This will include the availability of competent staff and necessary equipment, team/s reporting to site within the stipulated time, meeting quality requirements, including defect identification, reporting and management of incompetency and ill-discipline.

For the duration of the Contract the *Contractor* will provide Comprehensive rolling programme which will contain duration, planned start dates and times for a specific type of activity. This will be especially required where work will affect other activities on site, including during outages. Such programme will be in the form of either a Microsoft Excel spread sheet with durations and resources stated for all the different activities/levels of work to be undertaken. Programmes must be revised whenever necessary to contain relevant information. The planning Information will be required to be updated in SAP by the Contractor's Planners.

2.10 Contractor's management, supervision, and key people

(a) The Contractor shall appoint a competent and trained full time Supervisor for the duration of the contract period, who shall manage all contract related matters and if necessary, may also manage technical issues. Change of this person shall be communicated in writing within one month of such change to the other party.

(b) The *Contractor*'s site Manager will be available after hours telephonically. Where the Site Representative is not available due to excessive hours worked, leave or Illness a Suitably qualified alternate must be made available.

(c) The *Contractor* shall ensure that there is a competent supervisor for all site work to perform supervision duties. The Supervisor/s shall be qualified and experienced in line with Eskom Job Description and proof of this must be submitted within one week of the contract start date.

List of employees	Qualifications (*proof of competency to be submitted*)	Relevant Working Experience	Permanency
Site Manager x1	National diploma/equivalent (Engineering/Technical).	Minimum of 3 yrs.	Permanent
Site Supervisors x5	Matric (with Maths and Science) or N3 Technical Cert	Minimum of 2yrs	Permanent
Safety officer x2	National Diploma Safety Management	Minimum of 2yrs	Permanent
Quality Inspector x1	Matric (Maths and Science) or N3 Technical Certificate.	Minimum of 2yrs	Permanent

(d) The *Contractor* shall ensure that his Supervisor/s attends and passes Eskom's Plant Safety Regulations (PSR) and Fossil Fuel Fired Regulations within 3 Months of the contract start date. In case the Supervisor is replaced, the new supervisor must also attend the training within the 3rd month of his/her contract start date.

(e) Additionally, the Supervisor/s must be able to communicate satisfactorily in English and have formal education as per Eskom Job description requirements. If at any time, it is found that the Supervisors' ability to either supervise the workers, practice good communication skills (verbal or written) or exercise competency is lacking, the Employer may give instruction for the removal of such person from site.

(f) All key people undertaking work shall be appropriately trained, Qualified, Skilled, and competent to perform such work and proof thereof must be submitted. Incidence of poor-quality work and non-adherence to site regulations and procedures will prompt the Employer to request the immediate and permanent removal of such person from all site activities.

(g) The *Contractor* is required to get the *Service Manager's* Approval in writing before appointing any person on a position listed in the above table.

(h) A full-time safety officer shall be appointed.

(i) The contractor shall submit an organogram indicating all staff, their roles and contact details.

2.10.1 Following are some of the *Contractor's* Supervisor/Site Manager duties:

(a) The *Contractor's* Site Manager ensures that only competent persons be allowed to work on plant. The Employer's *Service Manager* is entitled to verify the qualifications of the *Contractor*.

(b) The *Contractor's* Site Manager must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.

(c) The *Services Manager* may, having stated reasons, instruct the *Contractor* to remove a key person. The *Contractor* then arranges that, after one day, the key person has no further connection with the work included in this contract.

(d) The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the Services Manager.

(e) Oversee cleaning all Coal plant activities.

(f) Ensure that cleaning is executed as per the specified minimum frequencies outlined and react immediately to any issues regardless of schedule.

(g) Ensure all cleaning operations comply with Eskom's safety procedures and site regulation.

(h) Conduct or ensure base line risk assessments for cleaning tasks and ensure safe work procedures are in place and followed.

(i) Attend daily meetings, morning meeting Ops support, Gemba, BU safety and any other meeting relevant to their duties at Majuba Power station.

(j) Facilitate regular management, safety, and technical meetings to report progress, manage incidents, and review compliance.

2.10.2 Following are some of the Safety Officer duties:

The *Site Safety Officer* will be required to report directly to the *Contractor's Site Manager* daily as per the *Employer's* service information where he or she will do all the work below, including which is as follows:

(a) Facilitate multi-functional disciplinary work groups to compile risk specific Occupational Safety, Health and Environmental risk assessments and audit processes.

(b) Implements, enhances and maintains occupational safety, health and environmental programs within the parameters of legal requirements, ISO, OHSAS and best practice.

(c) Analyze and assess the business units' needs with respect to Occupational Hygiene risks, implement and monitor control measures.

(d) Develop, conduct and implement safety, health and environmental audits.

(e) Compile accurate projections on the integrated safety risk and ensure legislative and business risks created by accidents are managed.

(f) Develop and advise on implementation and evaluate the lifestyle of risk management processes and projects.

(g) Quality inspections audits, evaluation and monitoring shall be carried out on all the services to ensure that the quality of work is always maintained.
(h) Development, implementation and monitoring of safety, hygiene and environmental standards and procedures.
(i) Correct any unsafe acts or conditions through the regular line of authority immediately.
(j) Maintains awareness of active and developing situations.
(k) Compile the monthly safety report and submit it to the *Service Manager* or the *Employer's* rep

2.10.3 The Contractor to note and comply with the following:

(a) The *Employer* reserves the right to have any of the Contractor's personnel removed off site without cancelling the contract if, in the Employer's opinion, it is warranted.

(b) The Employer reserves the right to request disciplinary/corrective action if, and when, required against the Contractor's employees.
(c) The main Contractor is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and Eskom requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and Eskom requirements identified, then the Main Service Provider/Provider/Principal contractor will be penalised.
(d) The Contractor shall operate under the direction and instructions of the Power Station Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
(e) The *Contractor* shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
(f) The *Contractor* shall provide all overalls (when needed) for his staff with clearly identifying motifs. The *Contractor* must provide the necessary supervision to ensure that activities are conducted safely.

2.10.4 Constraints on how the contractor provides the works Plant Safety regulations.

(a) The *Employer* shall, on request from the *Contractor,* isolate required plant from all sources of danger as described in the Plant Safety Regulations.
(b) The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the *Contractor*.
(c) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Worker's Register prior to working on the plant.

2.10.4.1 Power Supply Arrangements

(a) The *Contractor* must provide his own portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.
(b) *Contractor*s' Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought on site shall have a certificate of compliance issued by an accredited person.
(c) The *Contractor*s' Electrical Distribution Boards must be installed at a time negotiated with the Coal Plant Maintenance Manager, or prior to the possession date. Distribution boards will be connected to a 38OV three phase AC power supply by the *Employer*, only after the *Contractor* has submitted the valid certificate of compliance.
(d) All *Contractor*s' Electrical Distribution Boards must be earthed to the steel structure of the plant.

2.10.4.2 Security arrangements

(a) The *Contractor* applies for access permits (*Contractor*'s permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to always be in possession of an access permit.
(b) To assist Protection Services with the issuing of permits and the identification of personnel on site the successful *Contractor* is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services.
(c) The list, identified with the *Contractor*'s name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Ops Support Manager signature
- Copy of the first page of the ID book of every employee of the *Contractor,* photocopied to reduce the size to 65%.

(d) Access permits must be returned to protection services when the worker/s leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.
(e) To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *Contractor* - to be used again when the tools and equipment are removed from site after the completion of the services.
(f) Any additional tools or equipment brought to site, or any tools or equipment removed during the contract's period must be reported to protection services and ALL lists amended likewise. Gate release permits will NOT be issued for the removal of any tools or equipment not specified on the tool list.
(g) The *Contractor*'s visitors and all personnel shall always conform to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor*'s Site Manager and approved by the Contract Manager, one day before the visit and submitted to the *Employer*'s Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.
(h) The Chief of Protection Services may, with valid cause, remove any, of the *Contractor*'s personnel from the site, either temporarily, or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief of Protection Services, constitutes a security risk.
(i) No unauthorised vehicles will be allowed on site. Only *Contractor*'s Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the Contract Manager.
(j) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
(k) No recruiting of casual labour may be done on the *Employer*'s premises, including the area outside the Power Station Security Gate.

2.11 Transporting

The *Contractor* will be responsible for his own transport on site as well as for standby purposes. No passengers will be allowed on the back of a LDV (bakkie) even if fitted with a canopy. Vehicles must be equipped with safety belts for the driver as well as for all passengers.

2.12 Documentation control.

2.12.1 Correspondence.

Correspondences shall be written formally on the letterhead format of the organisation and addressed to the relevant person. Additionally, each correspondence shall be numbered uniquely in the following manner:

Employer to Contractor; EC, followed by a sequential three-digit number e.g. EC001,
Contractor to Employer; CE followed by a sequential three-digit number e.g. CE002

2.12.2 Contract Conditions

The conditions of this Contract are to be taken as the Agreed term. NO other terms and conditions are to appear in the *Contractor* job cards, Quotations, invoices, or any other standard documentation.

2.13 Qualifications and experience

The *Contractor*'s supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable to execute the scope of work.

2.14 Requirements for the programme

(a) Programming and planning will be done Daily between the *Employer* and the *Contractor*. The Daily plan will include corrective and planned maintenance schedules.

(b) When a particular task requires pre-planning, the *Employer* may request a programme from the *Contractor*. The programme to be submitted must be in the form of a logical network (clearly indicating all predecessors and successors of activities), which includes all the activities specified in the scope of work, indicating at least the following:

- the hour duration of each activity.
- the working calendar (number of work hours per day, days per week).
- all known interfaces with other activities of the *Employer* or Others, including scaffolding, lagging, electrical and instrumentation work.

(c) Updating of the plan for the works will be done Daily; more regular updating may be required. The *Employer* will be entitled to change the plan at any time as and when other tasks take precedence.

(d) An activity for which a Corrective or Planned maintenance schedule has been issued, will only be recorded as complete when the form issued for this activity, is returned to the *Employer*, complete with all the relevant detail and signatures.

2.15 Services and other things provided by the Employer

This section describes what the *Employer* is to supply specifically for the purpose of the works.
The *Contractor* is to supply everything else required to provide the works.

2.15.1 Spares, tools, consumables and PPE

(a) Unless where otherwise indicated all lubricants will be supplied free by the *Employer*.

(b) The *Contractor* will be responsible for all free issue material control functions, including but not limited to receipt, checking, offloading, taking temporary possession and proper storage of all materials, as well as returning any unused or refurbish able items to the Supervisor

(c) The *Contractor* supplies all tools, equipment and consumables needed to maintain the plant. The *Employer* will supply tools in exceptional cases (chain & lever hoists etc.) with the authorisation of the Workshop Supervisor or Ops Support Manager.

(d) The *Contractor* supply and maintain all personal protective equipment (PPE) to his employees free of charge. The *Contractor* ensures that all PPE are in a good state and will immediately replace defective or in-efficient PPE. All PPE issued to the *Contractor*'s employees shall bear the SABS mark of approval.

2.15.2 Use of the Employer's Equipment

(a) If the *Contractor* requires use of any of the *Employer*'s Equipment, including compressed air, electricity, water supply and crane age, it must be requested via the supervisor.
(b) The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
(c) The *Contractor* will be responsible for the repair, replacement or correction as necessary of any and all items of plant and / or materials supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor*'s custody and control.
(d) The *Contractor* Site Manager must ensure that any one of his employees or Subcontractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Employer*.

2.15.3 Accommodation and catering

(a) The *Contractor* will be responsibility for the provision of accommodation to his personnel – the *Employer* does not provide accommodation.
(b) The *Contractor* or any of his employees or subcontractors will not be allowed to use the *Employer*'s dining facilities.
(c) The *Contractor* or any of his employees or subcontractors may buy take away meals from the fast food's outlet on Site.

2.15.4 Office and Toilet Facilities

The *Employer* will provide the *Contractor* access to toilet facilities.

2.15.5 Refuse Disposal

(a) The *Employer* will provide and empty special colour coded bins for refuse disposal.
(b) The *Contractor* will be responsible for refuse bins for his own site.
(c) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
(d) For the full duration of the services, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

2.16 Constraints on how the Contractor Provides the Works

(a) The *Contractor* is expected to have authorised supervisors as per the Plant Safety Regulations.

(b) Recovered coal from coal conveyors cannot be loaded onto a running coal conveyor by hand using spades. Safety regulations must be adhered to and a permit to work will be required for such work, unless the *Contractor* possessed special equipment to load recovered coal onto a running conveyor that is approved by ESKOM for such utilisation.
(c) Spilled coal from conveyors or chutes cannot be loaded onto a running conveyor by hand using spades. Safety regulations must be adhered to and a permit to work will be required for such work, unless the *Contractor* possessed special equipment to load recovered coal onto a running conveyor that is approved by ESKOM for such utilisation.
(d) Recovered coal from the mills must be taken to the bunkers on coal stock yard provided the coal is not contaminated. If contaminated it must be taken to ash dump. Ash dump and coal supervisors must notify prior to dumping.
(e) Recovered coal that cannot be readily return to the coal conveying system, e.g. coal recovered from lower levels and ground levels must be returned to the coal stockyard by the *Contractor*'s own means and on the *Contractor*'s own cost, except if the recovery results from a spillage that is defined as a compensation event.
(f) Accumulation of coal over a period of time will not be regarded as a compensation event.

(g) Cleaning to running conveyor belts is limited to activities that will not endanger the *Contractor*'s employees in any way, e.g. no part of the body must come in close proximity of a running belt. Safety regulations must be adhered to and a permit to work will be required for more intrusive work, unless the *Contractor* possessed special equipment to perform cleaning activities onto a running conveyor that is approved by ESKOM for such utilisation.
(h) Contractor is not allowed to put his body inside chutes, vessels, pipes, confined spaces, tube without a permit to work, proper risk assessment, gas test, environment certificate, signed register and under supervision of the supervisor.
(i) The Service Provider will be responsible for his own transport. No passengers will be allowed on the back of a LDV even if fitted with a canopy.
(j) The *Contractor* is further expected to liaise Daily with the operating *Contractor* to plan his work so as to optimize the availability of the plant.
(k) The *Contractor* will have representation in the prioritisation meeting as well as in the safety meetings.
(l) The *Contractor* shall issue new respirators and dust masks (FFP2 with valve) to his employees when it is no longer effective.
(m) All PPE and masks must be SABS approved.
(n) The *Contractor* shall provide suitable facilities (e.g. lockers, change rooms, eating facilities etc) for his employees.
(o) Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

2.16.1 Monitoring at offloading, Stackers, reclaims and transfer houses

(a) Site establishment to consist of 4 shifts. People must be managed in line of the BCEA.

(b) Belt watching and truck offloading to be monitored 24/7.
(c) Positioning: one guard at the coal overland conveyors tail ends, one at the reclaim conveyor magnetic separators and two roaming spotters to monitor the truck offloading and cleaning of all coal chutes. One leader/supervisor must assist the roaming spotters and occasionally visit the other guards.
(d) Duties, truck offloading: monitor the truck offloading; remove any steel / rocks / debris from the off-loaded coal. Record the registration number of the mechanical horse, call the Rotrain controller on shift to investigate and interview the truck driver. Obtain the name of the supplying mine from the Rotrain controller. Submit a consolidated report to coal management on Mondays and Thursdays of all incidents. Retrieved debris must be piled at allocated areas for removal by Roshcon.
(e) Duties, belt watching monitor the belts continuously for damage, rocks / steel/ debris. Belt watcher must trip the belt to remove the foreign objects. Consult and inform OPCR of all actions. If it is necessary to work on the conveyor belt to remove big rocks etc.,
(f) Transport must be provided to the employees between home/work. Vehicles must comply with Eskom's requirements (safety belts etc.)
(g) *Contractor* to provide necessary PPE and equipment, e.g. reflective clothing, 2-way radios for communication, gloves, dust masks FFP2V, flashlights, head lamps, raincoat, gum boots, safety boots, overhauls, hard hat, ear protection, cell phones etc.

2.16.2 Contractor's Skills and other Requirements

(a) The *Contractor* will provide trained personnel for the implementation of all work.
(b) All Qualifications of *key personnel* to be forwarded before Contract is awarded.
(c) The *Contractor* will ensure the *Employer* can contact him at any time. The *Contractor*'s supervisors on shift will carry two-way radios to facilitate quick response, with Outside Plant Control room.
(d) Two-way radios are provided by the *Contractor*.
(e) *Contractor* to supply flashlights or head lamps to all his employees and ensure it is in working order throughout the contract duration. Batteries and globes are for the *Contractor*'s own account.
(f) *Contractor* to provide the necessary PPE for their employees. All PPE must bear the SABS mark of approval.

(g) The *Contractor* provides the tools required to clean the chutes. The tools must be equipped with a device that prevents the tool from damaging the conveyor belts should the tool slips from the cleaner's hand.

2.17 Skills Development

The Contractor complies with the skills development requirements contained in the SDL requirements section.

Table 2 The Agreed SD&L Commitments are as Follows

Criteria	**Weight (%)**	**Total Target (%)**	**Proposed Target (%)**	**Total Overall Weighted Score**
Local Content to South Africa	50%	100%	100%	50.00%
Skills Development	50%			50.00%
Total	100%			100.00%
	Total Supplier Development and Localisation Score			**100.00%**

Table 2: Skills Development Compliance Matrix

Skill Type (Occupation)	OFO Occupational Group	Weight (%)	Target Number of Persons to be Trained (Local to South Africa)	Proposed Number of Persons to be Trained (Local to South Africa)	Target Number of Persons to be Trained (Local to Site)	Proposed Number of Persons to be Trained (Local to Site)	Total Weighted Score
General Workers		50%	0	0	12	12	0.00 %
	Total	**50%**	**0**	**0**	**12**	**3**	**50.00%**

Invoicing and payment

Purchase order or Purchase Requisition

Rate based contract over a 5-year period. A Purchase Order number shall be supplied to the *Contracto*r prior to any work undertaken on site. The Contractor's supervisor shall ensure that a job card is correctly completed with all the relevant information including date. A signed copy shall be handed to the site representative to check, sign off and retain a copy.

Details On how to submit invoices.

(a) Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
(b) All electronic invoices must be sent in PDF format only.
(c) If there is CPA on your invoice, we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA.
(d) Once the assessment is signed by Contractor and Eskom Contract manager it will then be processed and GR number will be provided, When the GR number is received you can then send the GR number to the FSS contact centre at FSS@eskom.co.za or contact (011) 800 5060.

Assessments

For every monthly payment, the Contract Manager will assess the amount due, and the assessment date will be agreed between the contractor and the Contract Manager/Contract Supervisor. Later assessment dates occur at the end of each assessment interval and the Contract Manager has the right to correct any wrong assessed amount due in a later payment certificate. Tax required by the law will to be inclusively paid to the contractor by the employer. The contract manager will certify the payment after one week of each assessment date. To facilitate payment, the Contractor must ensure the following:

(e) An official 4560..... Order Number is available BEFORE commencing any work.

An assessment is jointly completed by the Supervisor and Employer's Representative and the Contractor and are in agreement of at least the following:

(f) Scope completed
1. Quantity completed
2. Value of work completed
3. A valid tax invoice, based on the assessment is submitted directly to the Accounts Payable Department, Finance Building, at Majuba Power Station.

Tax Invoice

Within one week of receiving a payment certificate (contract assessment) 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:
Accounts Payable Services
Eskom Holdings SOC Limited
Majuba Power Station
Private Bag 9001
Volksrust
2470

The following information must be included on each invoice submitted (either personally or by post):

1. Name and address of the *Contractor* and the *Service Manager*
2. The contract number and title
3. Contractor's VAT registration number
4. The Employer's VAT registration number 4740101508
5. Description of service provided for each item invoiced based on the Price List
6. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

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 (e. g. electronic payment instructions)

Invoices - (the VAT Act)

A valid tax invoice as stated in the **Value-Added Tax Act No 89 of 1991** is an invoice that corresponds line by line to the applicable order, complies with all tax law requirements and is addressed to Eskom Holdings Company for attention, Majuba Power Station.

Particulars to be included on the Supplier's Tax Invoice:
Contract number and/or Order number
The word "TAX INVOICE" in a prominent place (preferably at the top of the page)
An individual serial number (tax invoice number)
Name, address and VAT registration number of Contractor
Name, address and VAT registration number of Eskom *
(Eskom Holdings Ltd, Majuba Power Station - VAT No 4740101508)
Date of issue of Tax Invoice
A full and proper description of goods delivered and/or service/s rendered
Quantity or volume of goods or services supplied *
Where the supply is subject to VAT at the standard rate, the following in Rand:

The value, VAT amount and consideration OR
The total consideration with a statement that VAT is included @ 15% OR
The total consideration and the amount of VAT charged
Address where service was rendered
Value and VAT amount
Task Order number
Discounts

Scanned tax invoices sent by e-mail are not acceptable to Eskom - only original tax invoices will be considered for payment.

Address where invoices are to be forwarded
The Financial Manager
Att: Accounts Payable Section
Eskom, Majuba Power Station
Private Bag X7272
WITBANK
1035

Cost Price Adjustment implementation (CPA)

If CPA is applicable, the contract manager and the contractor must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and Contract Manager must confirm the escalation with the Financial Department before it may be implemented.

Invoice price versus order price

It is important that the value stated on the Invoice must be the same as the value stated on the Order. If the Invoice value is different from the Order value payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

2.18 Health and safety, the environment and quality assurance

Health and safety risk management

a) The Contractor must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the works. A one- (1) hour course will be provided by the Employer and will be valid for the duration of one- (1) year.
b) The Contractor shall comply with the guidelines set out in the Majuba Standard BIA/RM/STD/01 titled **"Safety, Health and Environmental specifications to be met by *Contractors*"**
c) Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery, and equipment comply with the minimum safety requirements.
d) The Employer's Representative shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. The Employer's Representative is entitled to instruct the Contractor to discipline his employees and to enforce disciplinary action and submit a report to the Employer's Representative. The Contractor shall implement additional health and safety precautions where necessary.
e) The following Health & Safety requirements should be complied with:
   i) The Contractor must supply a Certificate of Competency of his/her employees to work under the following conditions:
      - Confined Spaces
      - Heights
      - Heat stresses
      - Cold stresses
   ii) The Contractor to provide the Employer with proof of free issue of adequate Personal Protective Equipment (P.P.E.) to be used by his/her employees (preferably SABS approved).
   iii) All the Contractor's employees to receive a formal Safety Induction Training from Safety Risk Management before commencement of any work on site.
   vii) Noisy equipment and tools - no equipment or tools > 105dB (A) may be supplied/utilised by the supplier.
   viii) Sub-contractors - the principal contractor must state if a sub-contractor is going to be used and who the sub-contractor/s are. Proof must be given to Eskom that the sub-contractor/s has/ve the necessary competence and resources to carry out the work safely and to ensure that due care of the environment will be exercised.
   ix) Medical examination processes must be complied with.

2.18.1 Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

2.18.2 Transportation of passengers: open LDV's:

With effect from 31 May 2006 no Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:

Ensure that no employee, including contractor employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.

There will be cases where this may not be reasonable or practicable, namely where vehicles are used during line inspections on sites or on private roads, or similar cases, and in these cases such vehicles must be driven at less than 30km per hour or at a speed suitable to the prevalent conditions. In such cases, the carrying of passengers in the back of such open vehicles could be explicitly allowed, after:

(a) A risk assessment has been carried out, indicating a very low risk.
(b) Mitigating factors have been identified to control any risk identified.
(c) Proper seating and handrails have been provided on the back of the open vehicle:
These measures have been discussed at the relevant Health and Safety Committee Meeting and approved by the Employer.
Is defined and contained in a formal written division's or BU's policy, including the appropriate mitigating factors.
(d) Such a policy has been communicated to all employees and contractors.

The above risk assessment findings/outcomes must be always available for audit purposes.

(e) Tools and equipment must be properly secured.
(f) Only authorised drivers may transport passengers.
(g) Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
(h) The above must apply to onsite and off-site transportation of passengers.

No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. crew cabs.
The driver must ensure that no employees are transported in the back of open vehicles unless it is allowed in terms of a divisional or BU-specific policy as referred to in paragraph f). This also applies to contractor and contractor employees when performing work for Eskom.
The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.
The driver must ensure that their passengers are always seated and wear seatbelts.

2.18.3 Eskom Life-Saving Rules:

Six Eskom Life-Saving Rules have been developed that will apply to all Eskom employees, agents, consultants, and contractors.
Rule 1: Open, Isolate, Test, Earth, and Create an Equipotential zone before touch.
To ensure a safe electrical work environment, no person may work/operate on, around or near any electrical network, line or apparatus, electrically connected to the power system and/or electrically charged and/or not electrically charged unless:
Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
Working at height is a significant part of work in Eskom Holdings and is regarded as a high-risk activity, as a result, all precautions must be taken to prevent incidents while working at height.

Wherever reasonably practicable, preference must be given to the performance of work at ground level as opposed to work in an elevated position. Where work in an elevated position is necessary, the requirements in this document and all other Eskom requirements pertaining to working from height shall apply.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or
Where required, the proper wearing of seat belts for any driver, operator and passenger is mandatory in all vehicles/equipment when driving and/or travelling for Eskom business purposes. The driver is obligated to ensure that he/she as well as all passengers are properly seated and wearing their seatbelts at all times while being transported in the vehicle, as per Eskom specifications.
Note: This rule is applicable on any road or parking lot, irrespective of the speed, and when the vehicle moves in a forward or backward direction.
Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.
No person who is under the influence or who appears to be under the influence of intoxicating liquor or drugs will be permitted to enter or remain on an Eskom site conduct Eskom business or drive/operate a vehicle/equipment for Eskom business purposes.

This includes any level of alcohol or the presence of any drugs, controlled substances, and/or illegal substances in the body that impairs or could impair mental and physical functioning, irrespective of when the substance was used.

Rule 5: Ensure that you have a permit to work, no person shall work without the required permit to work. No person shall work without the required Permit to Work (PTW), which is governed by but not limited to:

(a) Plant Safety Regulations; or

(b) Operating Regulations for High Voltage Systems (ORHVS) (handover or permit); or

(c) Low Voltage Operating Regulations; or

(d) Any other activity where a permit is required, for example, driver and statutory permits.

No apparatus is to be returned to service without the cancellation of all permits on that plant in accordance with procedure, unless permission is granted for a particular plant to be returned to service with permits still open, like in the case of redundant systems.

NOTE: In the case of live work, a "Live Work Declaration Form" is to be completed by the authorised person, who is the person responsible for the safe execution of work according to relevant standards and procedures.

RULE 6: Ensure Safe Live Working

To ensure safe live work; each live worker shall:

(a) Ensure all live work basic principles are adhered to, as outlined (for the method being used) in the High Voltage Live Working Standard for the respective division.

(b) Observe and maintain the minimum approach distance (MAD).

© Only perform live work (never mix live and dead work on the same site at the same time – Refer to ORHVS Section 7 and 5 handouts respectively).

(d) Perform tasks they are authorised for and only undertake tasks that are documented in the respective Task Manual (TM). Only work on one potential (voltage) at a time.

2.18.4 Consequences of Violating a life-Saving Rule

In terms of general health and safety in Eskom, if any of the Life-Saving Rules are violated, it will be treated as serious misconduct, and result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.
It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules.
Depending on the circumstances, Eskom reserves the right, where a contractor manager/supervisor allows the violation of a Life-Saving Rule, to suspend the contractor's activities while determining an appropriate sanction.

Where a contractor employee allegedly violates a Life-Saving Rule, the contractor shall immediately remove the employee from the site and initiate the disciplinary process. The contractor shall investigate any violation of a Life-Saving Rule and initiate the disciplinary process within five (5) working days of the violation. The contractor shall furnish Eskom with a copy of the sanction after the disciplinary process.

2.18.5 Employees' Right of Refusal to Work in an Unsafe Situation Procedure

General

The employer has the duty to inform each person of his or her right to refuse unsafe work, which includes that every employee shall, at work:

(a) take reasonable care of his or her own health and safety and that of any other person who may be affected by his or her acts or omissions;

(b) co-operate in order to enable that any duty or requirement, including absolute (or strict) requirements imposed on the employer in order to achieve a safe workplace, are performed and complied with;

(c) carry out any lawful order given to him or her and obey the health and safety rules and procedures laid down by his or her employer or by anyone authorised to do so by the employer in the interest of health and safety;

(d) if any situation that is unsafe or unhealthy comes to his or her attention, as soon as practicable take immediate preventative and corrective action and report such situation to his or her employer or to the health and safety representative for his or her workplace or section thereof, as the case may be, who shall, in turn, report it to the employer; and

(e) exercise the duty so as not to interfere with, damage, misuse or intentionally or recklessly interfere with anything that is provided in the interest of health or safety.

2.18.6 Standard Procedure for When an employee Exercises his or her Right of Refusal to Work in the case of an Unsafe Work Situation

Where an employee is directed, required, or instructed to perform a task in relation to equipment, a machine, device, thing, or physical condition and he or she reasonably believes in good faith that the:

(a) equipment, machine, device, or thing; or

(b) physical condition of the workplace.

(c) is in contravention of any health and safety requirement, may endanger, endangers, causes an undue hazard, or may cause an undue hazard to his or her health and safety, (collectively referred to as an unsafe work condition) or those of his or her co-worker or any person, such an employee has the right to refuse to perform such a task until such time as it has been corrected and made safe.

(d) The employee may refuse to return to perform such a task until the unsafe work condition(s) has/have been mitigated, treated or eliminated.

(e) An employee cannot refuse to work when high-risk work condition(s) and processes form part of his or her normal contractual duties, where following approved safe work procedures will ensure a safe working environment. (Example: a live line worker involved in live line work following safe work procedures).

(f) Should any employee at any time reasonably believe, in good faith, that the performance of work or a task is unsafe, the following procedures shall apply:

Stage 1:

1. The employee will immediately notify to the supervisor about the details of the unsafe condition or unsafe act. The supervisor shall give the situation immediate attention.

2. The employee will explain to the supervisor (or his nominated team leader) and, where available, the applicable health and safety representative the reasons for believing that the work to be performed is unsafe. The employee has the right to invite his/her union representative.

3. The employee(s) shall remain in a safe place.

4. The supervisor shall investigate the unsafe situation together with the applicable employee and the applicable health and safety representative responsible for that particular area.

5. The task risk assessment is to be reviewed to address the concerns of the employee and to outline the corrective actions in order to mitigate/treat/eliminate the unsafe situation.

   Alternatively, if it is found that the perceived threat is unfounded, the supervisor shall give a clearance notice to the employee, co-signed by the applicable employee, indicating that the identified perceived threat has been thoroughly investigated and that the situation has been declared to be safe. (See form referenced in Paragraph 2.7.1.)

6. If emergency action is required to correct an unsafe situation that constitutes an immediate threat to employees or any other person, only qualified and properly instructed employees or persons will be permitted to correct such unsafe condition. Every possible effort must be made to control the hazard while this is being done.

7. When the issue has been resolved and the appropriate corrective action has been taken, the employee shall return to work. If the issue has not been resolved, proceed to the following stage.

Stage 2:

The manager of that section or, if not readily available, any other person with the necessary knowledge, skills, and experience who understands the task and associated risks must then review the risk assessment and mitigation plans and, where necessary, make changes to further reduce/treat/eliminate the risk. If the issue is resolved and the appropriate corrective action has been taken, the employee shall return to work.

If the issue has not been resolved, then the work will be considered as unsafe and cannot continue until the applicable Responsible Manager (BU/OU Manager) have introduced all steps to ensure the workplace is safe as defined in the Occupational Health and Safety Act, Eskom's policies, procedures and best practices.

Stage 3:

In a case, wherein, the employee is still unsatisfied or refuses to acknowledge the resolution of the threat, the matter shall be brought to the OU/BU Manager for resolution. If the matter cannot be resolved internally, the OU/BU Manager shall immediately notify the Provincial Inspector at the Department of Employment and Labour.

2.19 Site Establishment Requirements

Site establishment to include the following: **Main contractor yard, 10KT silo mini establishment and Coal stockyard as per the price list with their requirements**.

(a) FULLY FUNCTIONAL OFFICE WITH FURNITURE, AIR-CONS, MALE & FEMALE TOILETS, LOCKER ROOM WITH LOCKERS, PAD LOCKS FOR THE WHOLE CREW AND ENOUGH DAY-NIGHT LIGHTS. The offices to have the following:

- **Type of container-Quickspace.**
- Office for the Site Manager & the Quality Inspector.
- Office for the Safety Officers.
- Office for the Site Supervisors and the RP's.
- Eating area for the whole crew.
- Storage and tool room.

(b) And the Contractor to note the following for the offices and the locker room:

- All DB Boards, cabling as required to couple from the *Employer's* supply points and the electrical cable connection specifications: 03 core, 6mm armouring cable (100m long cable will be needed).
- Power supply to be supplied by the *Employer* from existing Power Station supplies for the *Contractors* site where there are 220V, 15A and 380V, 64A power supplies within the station and in existing areas of the station.
- Certificate of Compliance for electrical installation to be kept in the *Contractor's* site documents for the duration of the contract.
- Certificate of Compliance for all the work that will be performed during establishment to be kept on site for the duration of the contract.
- Standard underground pipes of 100m to be connected to the existing toilet system.
- Only qualified Electricians and Plumbers will perform the tasks for site establishment. Certificates to be produced before commencement of work

(c) ALL OFFICES, LOCKER ROOM AND TOILETS IN THE CONTRACTOR'S SITE TO HAVE THE FOLLOWING:

- Enough windows with burglars in each window.
- Lights with switches and at-least 02 plugs in each office.
- Visible enough site signs, safety signs, and any other signs that are needed on site.

Note: This will become a part of Eskom property after the contract is completed, and an inspection will take place before payment is issued.

Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor

The Contractor will identify a person who will represent him as a RESPONSIBLE PERSON, APPOINTED PERSON and/or an AUTHORISED SUPERVISOR. The Contractor may send more than one person for training.

The appointed person/s will be trained by Eskom. There are two FORMAL sets of training, i.e. THEORETICAL TRAINING and PRACTICAL TRAINING

Accreditation and validity period and area

A certificate will be issued to the Responsible Person, an Appointed Person and/or an Authorised Supervisor which will be valid for 2 years and it will only be applicable to Majuba Power Station.
If a person who is authorised moves from one contracting company to another, his/her authorisation automatically lapses.

Medical Facilities:

Minor First Aid requirements should be provided by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the Employer's Medical Centre and facilities will be available for use The Employer shall be entitled however to recover the costs incurred in respect thereof from the *Contractor*/Subcontractor.
The *Employer*'s Medical Services for after hours will only be available for major injuries and life-threatening injuries.

Abuse of alcohol and/or intoxicating substances

The *Employer* will test the *Contractors* employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. Please inform your employees that such behaviour is in contravention of the Occupational Health and Safety Act and your contract with the *Employer*.
Should this behaviour persist, you will leave the *Employer* with no other alternative but to review this contract. Your co-operation in this regard is highly appreciated.

2.20 Quality constraints and management

Requirements

Quality Management System

(a) The *Contractor* Establish and implements a Quality Management System.
(b) The *Employe*r specifies the Quality Management Code.
(c) *Contracto*r ensures appropriate Quality requirements are placed on his Sub- contractors
(d) Notifies the *Employer* of any proposed changes to the Quality Management System.

Documents to be submitted with the tender.

(e) Signed Enquiry / Contract / Order Quality Requirements forms
(f) A CV of the contractors Quality Representative
(g) ISO 9001 Registration Certification of Compliance

Documents to be submitted after the Contract Award Date

The following documents to be submitted within two weeks after the contract award date and prior to commencement of work.

(a) One copy of the Quality Policy Manual.
(b) One copy of the Quality System Procedures.
(c) One controlled copy of the Contract Quality Plan
(d) One copy of a Quality Control Plan required for the commencement of work.
(e) One copy of the proposed Quality Dossier and / or Data Book index.
(f) CVs of Quality Assurance and Quality Control personnel to be appointed for the Works.

Documents to be submitted during the term of the contract.

(a) Defect notifications raised by the Contractor.
One un-priced copy of all purchase orders and sub-orders, marked on the front page with the project name and contract/order number. (As agreed with by the Project Manager)
(b) All applicable NEC forms used by Majuba Power Station.
(c) Quality Dossiers, Data books and other applicable records.

Contract Quality Plan

The *Contractor* prepares a Contract Quality Plan, for acceptance by the Agency. Any changes to the accepted Document shall be submitted as a proposed revision for acceptance.

The *Contractor* prepares an index of Quality Control Plans as per scope of work. The Quality Control Plans to be submitted to the Project Manager, who will in consultation with Engineering-, Quality Department and Authority review, insert intervention Points and approve. Work may not commence until the plans are approved. Any Quality Control Plan that's been revised due to change of operation to be re-submitted for approval by all parties.

Access to the Contractor's and Sub-contractor's premises and facilities

Eskom Majuba Power Station, Eskom's Authority/Agency and the Regulating body shall be afforded access to *Contractor's* and Sub-Contractors premises and facilities within reasonable time.
When downloaded from Majuba web or EDMS database, this document is uncontrolled and only valid for one day; the responsibility rests with you as a user next time when using the document to ensure it is in line with the current version

2.21 Environmental Constraints and management

Requirements

The *Contractor* will be required to ensure that SHEQ policy 37-727 and Majuba's Environmental Statement of intent-ENV/STMT/01 works are carried out. The following environmental requirements are always complied with:

(a) Zero liquid effluent discharge.
(b) No chemicals will be dumped into the station drains or on the premises.
(c) No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
(d) Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
(e) No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
(f) *Contractors*' activities/ services shall be carried out as per procedure: Majuba Environmental Requirements for Contractors and Suppliers work instruction-ENV/GEN/SPEC/01..

2.21.1 Waste Disposal:

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with Majuba's Waste Management Work Instruction ENV/GEN/WI/12.

Bin/ Skips Colour	Description
White Bin	General waste
Red Bin	Hazardous waste
White Skip	General and non-compactable (e.g. wood) waste
Green Skip	Metal waste

2.21.2 Hazardous substances

If product is classified as a hazardous substance, safety data sheets must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the Employer.

2.21.3 Scrap Removal

Scrap bins will be provided at set points. These are for scrap metal only and not for cement or any other form of debris. Scrap metal and rubber are stored in two different locations – please take note.

2.22 Procurement

2.22.1 Identified Key personnel.

Minimum Requirements of people to be employed:

SKILL	RELATED EXPERIENCE
Site Manager	Minimum of 3 years relevant experience in industrial cleaning environment Technical Diploma (N6/S4 Diploma)
Supervisors	Minimum of 3 years relevant experience in industrial cleaning environment Grade 12 or N3 technical with N5 minimum.
Drivers/equipment operators	1years related experience and Matric

	Valid driver's licence for equipment and valid operator's certificate for specific equipment.
Cleaners and Chute cleaners	1-year related experience in industrial cleaning and matric.
Safety Officers	3 years related experience in industrial cleaning. Safety Diploma or degree
RPs/ Authorised Supervisors	3 years relevant experience in industrial cleaning environment PSR training certificate and Matric or N3
Quality Inspector	3 years relevant experience in industrial cleaning environment Grade 12 and Quality Training.

2.22.2 Subcontracting

Preferred subcontractors

All preferred subcontractors need to be approved by the *Service Manager* before the subcontractor gets to site. Subcontract documentation, and assessment of subcontract tenders shall be prepared by the Contactor. The use of the NEC system is recommended on how subcontract tenders are to be issued, received, assessed, and awarded.

2.22.3 BBBEE and Preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

2.22.4 Supplier Development and Localisation (SD&L)

Exempted Enterprises with B-BBEE Contribution Level 1-2

Criteria	Tenderer's offer
Subcontracting/ ED to EME's or SME's	30%
Total Sub-contracting	**30%**

2.22.4.1 General Requirements

(a) The Contractor recruits 100% of all new recruits, of general labour from Dr Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
(b) In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.
(c) The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc
(d) The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

2.22.4.2 Transporting of Staff

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

2.22.4.3 SMMEs

The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available.

2.23 Working on the Affected Property

Whilst working on site the *Contractor* will adhere to all Eskom and Majuba Power Station site regulations.

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

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

(a) The Contractors Safety file is to be approved by the Employer's Safety department.
(b) All personnel must undergo screening for Criminal records and outstanding warrants
(c) Site-specific induction is to be done by all personnel.

2.23.2 Permits

(a) The *Contractor* will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she at all times comply to the requirements of these Regulations.
(b) The *Contractor* ensures that two of his supervisors are trained and authorised as Authorised Supervisors.
(c) Training is provided by Eskom Majuba and is done according to a schedule; thus, arrangements need to be made with the Service Manager well in advance.
(d) RP's should be authorised within the first available training schedule upon placement of the contract.

2.23.3 People restrictions, hours of work, conduct and records

Only authorised persons may have site access and perform work.

(a) Normal working hours is Eskom working hours:
    1 Monday to Thursday **07:30 - 16:45**
    2 Fridays **07:30 - 12:30**
(b) Outage working hours is:
    3 Monday to Friday **07:00 - 19:00**
(c) All Timesheets are to be kept for records purposes i.e. man-hours worked safely etc.
(d) Other hours will be determined as per critical path activities during outages/breakdowns.
(e) Overtime to be approved by the *Service Manager*
(f) Daily time sheet must be kept up to date of normal and overtime always worked.
(g) All overtime worked must comply with Eskom rest period requirements

2.24 Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling 9222 from any site phone or else 017 799 2138 (medical centre) 017 799 3192 (fire and rescue) and also available after hours by dialling 9222 from any site phone or else contacting the Electrical Operating Desk (EOD) at 017 799 3803 (all hours). However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

2.25 Records of *Contractor*'s Equipment

(a) The Contractor to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
(b) Contractor needs to have a list of inventories of their equipment on site.
(c) Proof of site entrance needs to be provided before equipment can be removed from site.

2.26 Equipment provided by the *Employer*

Scaffolding can be supplied after notification and call-out of the relevant scaffolding service provider. Other equipment such as forklift and cranes may be supplied upon request and if available at the time on site.

Hand tools and other equipment will not be provided by the Employer and The Contractor is to conduct his operation is such a way as to make lending of tools from the Employer or other contractors on Site unnecessary.

2.27 Site services and facilities

2.27.1 Provided by the *Employer*

Sanitary services, water, compressed air, desktops, and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, but both only operate on weekdays and are for the Contractor's own cost.

2.27.2 Provided by the *Contractor*

The *Contractor* is to supply all the personal protective equipment, transport, accommodation, tools, equipment, and consumables to perform all the required tasks on site.

2.28 Low-performance Damages.

No.	Description	*Employer*'s Requirement	Damages payable by *Contractor*
1	Approval of safety plan	Approval ASAP after contract award or **within 1 (one) week** of contract start date. Safety plan must contain all current and relevant information and needs to be reapproved when documents change or at least on each contract anniversary.	**R500.00 per day** without an approved safety file.
2	Approval of Quality Management System	**Within 6 (six) weeks** of contract start date.	**R500.00 per day** without an approved quality management system in place.
3	Authorisation of Supervisors as Responsible Person (RP) as per PSR.	**Within 6 (six) weeks** of contract start date **1 (one)** person per shift must be authorised as an RP for cleaning.	**R1,000.00 per incident** that an authorised RP is unavailable on a shift, leading to inability to clean.
4	Non-availability of cleaning staff – 1 hour limit.	Cleaning is to be done on a continuous basis. Once an instruction is given, cleaning must	**R500.00 per occurrence.**

Majuba Contractors

		start within one hour.	
5	Contract defect (NCR) raised 3 times in 6 weeks.	*Contractor* cleans as per the scope of work.	**R1, 000.00 per occurrence.**
6	Contravention of Environmental Regulations	*Contractor* co-ordinates activities directly with the Environmental Officer to ensure compliance.	**R1, 000.00 per occurrence.**
7	Uncompleted CM/PM/Statutory PM	CM/PM/Statutory PM must be dome and be completed as per the schedule	**R 1000,00 per occurrence**
8	Unclosed defected	Defected must be closed within required period as per the procedure	**R500.00 per occurrence on level 2-3 defects, R1000.00 per occurrence on level 1 defect**
9	LTI	Company fails to comply with safety requirements.	**R10 000.00 per occurrence.**

Dear Contractor

In the interest of promoting a safe and healthy working environment, the Eskom executive committee has approved the implementation of cardinal rules, to improve safety in the organisation. These rules will also be applicable to all contracting staff.

The business is concerned about the emotional, social as well as economic effect of all these unnecessary incidents, and would like to correct behaviour pro-actively.

These rules are determined beforehand to enable the organisation to clearly communicate the established cardinal rules and how to deal with non-compliance to the workforce prior to the implementation of such rules. These rules will be implemented as from 1 January 2009 and strictly enforced.

Failure by any person or Contractor engaged in doing business with Eskom to adhere to these rules, will lead to serious action being taken with serious consequences. These actions include termination of service of an individual and even blacklisting of Contractors not taking the rules seriously. It is therefore strongly advised that these rules be taken seriously, communicated to all your staff, ensure that they all understand the rules, understand the consequences of violating a rule and sign a document stating that they understand and acknowledge the implications of these rules.

.

Yours sincerely

Y Ngcashi

POWER STATION MANAGER (MAJUBA)

I hereby acknowledge receipt of the contract / order dated …….…….. with regards to the implementation of cardinal rules to improve safety in the organisation and I understand the contents thereof.

Signed at _____ on this _____ day of _____

_____
Signature (Contracts Manager)

Name : _____
(Supplier representative)

Company Name : _____