NEC3 Term Service Contract (TSC3)

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

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

for **CIVIL INDUSTRIAL CLEANING SERVICE 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:

CIVIL INDUSTRIAL 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*.

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.

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

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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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	**Civil industrial 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	Unclosed defected	Defected must be closed within required period as per the	**R500.00 per occurrence on level 2-3 defects, R1000.00 per**

		procedure	**occurrence on level 1 defect**
9	BSO	For each company employee fails to comply on weekly BSO.	**R1000 per occurrence weekly.**
10	LTI	Company fails to comply with safety requirements.	**R10 000.00 per occurrence.**
11	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 Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

Z12 Insurance

Z _12 .1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the *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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the *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	Expected Quantity	Rate	Price
1.	Site Establishment – to include the following: • **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:** o Enough windows with burglars in each window.	Once-off	01		

	○ 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. • **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: ○ Extreme bright LED 900 lumens flashlight globe. ○ 230m (L) X 100m (W) X 50mm (H), 0.38kg weight, 400 beam distance. ○ Five (05) mode operation (bright, medium, dim, strobe and SOS beam). ○ Shockproof and splash proof resistance. ○ Up to 5 hours of continuous battery life. ○ To include a rugged pouch. ○ 01-year limited warranty. • **HANDHELP TWO-WAY RADIOS** *(a quantity of 16 portable radios for the Site Manager, Site Quality Inspector, Site Supervisors, Site Responsible Persons and Site Safety Officers)* with the following specifications: ○ Area coverage of 15km range. ○ All portable radio accessories.				
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)*** • Dust masks • 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) o Health and safety file. o Health & safety plan. o Full medicals o Safety Training o Police clearance report o 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.** • **Waterproof cover-all safety overalls –** ONLY 20 OF THESE WILL BE NEEDED.	Once-off at the beginning & once-off in the middle of the contract	02		

BELOW IS THE LIST OF PLANT AREAS FOR INDUSTRIAL CLEANING MUST BE COVERED BY A MINIMUM OF 65 GENERAL WORKERS: 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.	Turbine Plant. (5 General workers)	Monthly	60		
2.	Unit Auxiliary Bay. (5 General workers)	Monthly	60		
3.	Boiler house. (6 General workers)	Monthly	60		
4.	Fabric Filter Plant (3 General workers)	Monthly	60		
5.	Station Services building (5 General workers)	Monthly	60		
6.	Cooling water plant, secondary cooling and cooling water treatment plant, CW pump house and clarifiers. (5 General workers)	Monthly	60		
7.	Coal Plant-From tippler, coal stock yard, reclaimers, terrace coal up to 42m (Unit 1-6). (5 General workers)	Monthly	60		
8.	All Ash plants and de-watering plant. (5 General workers)	Monthly	60		
9.	Dirty drains treatment plant and sewage plant. (5 General workers)	Monthly	60		
10.	Road trenches and drains. (5 General workers)	Monthly	60		
11.	Condensate System. (2 General workers)	Monthly	60		
12.	All Ash dam Silt traps. (5 General workers)	Monthly	60		
13.	All and New Additional Storm water drains. (5 General workers)	Monthly	60		
14.	ADF Eastern Side. (3 General workers)	Monthly	60		

15.	ADF Western Side. (3 General workers)	Monthly	60		
16.	ADF AD2 & RD2. (3 General workers)	Monthly	60		
17.	ADF AD3. (3 General workers)	Monthly	60		
18.	Transporting of hazardous waste (sludge) from oil skimmer ponds (as and when required) (estimation of 500ton)	Yearly	15		
BELOW IS THE LIST OF PEOPLE NEEDED WHO WILL BE WORKING 08 HOUR NORMAL DAY SHIFT WORKING HOURS INCLUDING WEEKENDS ON AS & WHEN REQUIRED AND PUBLIC HOLIDAYS ON AS & WHEN REQUIRED 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.	Site Manager x1- **working normal 08 hours day shift.** ONLY 01 IS NEEDED.	Hourly	10 380		
2.	Site Manager x1– overtime working for Sundays and public holidays, **calculated at double time** ON AS AND WHEN REQUIRED.	Hourly	1 300		
3.	Site Manager x1– overtime working for Saturdays **calculated at 1,5 time** ON AS AND WHEN REQUIRED.	Hourly	1 000		
4.	Site Supervisors x5– **working normal 08 hours day shift,** 02 SAFETY OFFICERS ARE NEEDED.	Hourly	51 900		
5.	Site Supervisors x5- overtime working for Sundays and public holidays, **calculated at double time** ON AS AND WHEN REQUIRED.	Hourly	6500		
6.	Site Supervisors x5- overtime working for Saturdays **calculated at 1,5 time** ON AS AND WHEN REQUIRED.	Hourly	5 000		
7.	Quality Inspectors x1- **working normal 08 hours day shift.** ONLY 01 IS NEEDED.	Hourly	10 380		
8.	Quality Inspectors x1- overtime working for Sundays and public holidays, **calculated at double time** ON AS AND WHEN REQUIRED.	Hourly	1 300		
9.	Quality Inspectors x1- overtime working for Saturdays **calculated at 1,5 time** ON AS AND WHEN REQUIRED.	Hourly	1000		
10.	Safety officers x2- **working normal 08 hours day shift.** ONLY 01 IS NEEDED.	Hourly	20 760		
11.	Safety officers x2- overtime working for Sundays and public holidays, **calculated at double time** ON AS AND WHEN REQUIRED.	Hourly	2 600		
12.	Safety officers x2- overtime working for Saturdays **calculated at 1,5 time** ON AS AND WHEN REQUIRED.	Hourly	2000		
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.	High Pressure water jetting machines (adjustable between 500 bars to 1000 bars) i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 HP MACHINE IS NEEDED ON AS AND WHEN REQUIRED.**	Daily	1860		
2.	Tanker Truck- i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Tanker Truck IS NEEDED.**	Daily	1860		
3.	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.	(TLB)Tractor Loader Backhoe–SOUNDPROOF i.e.,	Daily	1860		

	MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 TLB IS NEEDED.**				
5.	Front end Loader i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Front end Loader IS NEEDED.**	Daily	1860		
6.	Bobcat i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Bobcat IS NEEDED.**	Daily	1860		
7.	Tractor for civil cleaning. i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Tractor IS NEEDED.**	Daily	1860		
8.	Super sucker Tanker- i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 Super sucker Tanker IS NEEDED.**	Daily	1860		
9.	LDV double cab bakkie – for daily site activities i.e., MONDAY TO SUNDAY INCLUDING PUBLIC HOLIDAYS. **ONLY 01 LDV DOUBLE CAB BAKKIE IS NEEDED.**	Daily	1860		
10.	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		

The total of the Prices	

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
CIVIL INDUSTRIAL CLEANING AT MAJUBA POWER STATION FOR 60 MONTHS 3
Acceptance ..... 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
Scope of Work Breakdown 6
Interpretation and terminology 19
1.4.1 Abbreviations 19

1.4.2 Definitions 20
Management strategy and start up. 21
Management Meetings 21
House keeping 22
Strike Action 22
Plant Hazards 22
Delegation of Contract roles 22
Procedures 22
The *Contractor*'s plan for the service 23
Contractor's management, supervision, and key people 23
Following are some of the *Contractor's* Supervisor/Site Manager duties: 24
Following are some of the Safety Officer duties: 24
The Contractor to note and comply with the following: 25
Transporting of Staff 25
Documentation control. 25
Correspondence. 25
Contract Conditions 26
Skills Development 26
Invoicing and payment 26
Purchase order or Purchase Requisition 26
Details On how to submit invoices. 27
Assessments 27
Tax Invoice 27
The following information must be included on each invoice submitted (either personally or by post): 27
Invoices - (the VAT Act) 28
Cost Price Adjustment implementation (CPA) 28
Invoice price versus order price 29
Health and safety, the environment and quality assurance 29
Health and safety risk management 29
Vehicle and driver safety 29
Transportation of passengers: open LDV's: 29
Eskom Life-Saving Rules: 30
Consequences of Violating a life-Saving Rule 31
Employees' Right of Refusal to Work in an Unsafe Situation Procedure 31
General 31
Standard Procedure for When an employee Exercises his or her Right of Refusal to Work in the case of an Unsafe Work Situation 32
Site Establishment Requirements 33
Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor 34
Accreditation and validity period and area 34
Medical Facilities: 34
Abuse of alcohol and/or intoxicating substances 34
Quality constraints and management 34
Requirements 35
Documents to be submitted after the Contract Award Date 35
Documents to be submitted during the term of the contract. 35
Contract Quality Plan 35
Access to the Contractor's and Sub-contractor's premises and facilities 35
Environmental Constraints and management 35
Requirements 35
Waste Disposal: 36
Hazardous substances 36
Scrap Removal 36
Procurement 36
People 36
Identified Key personnel. 36
Subcontracting 36
Preferred subcontractors 36
Plant and Materials 36
Quality 36

Correction of defects 36
Plant & Materials provided “free issue” by the *Employer.* 36
Working on the Affected Property 37
Employer’s site entry and security control, permits, and site regulations. 37
People restrictions, hours of work, conduct and records 37
Health and safety facilities on the Affected Property 37
Cooperating with and obtaining acceptance of Others 37
Records of *Contractor*’s Equipment 37
Equipment provided by the *Employer* 37
Site services and facilities 38
Provided by the *Employer* 38
Provided by the *Contractor* 38
Control of noise, dust, water, and waste 38
Tests and inspections 38
Description of tests and inspections 38
The maximum low Service Damages will be up to 10% per month. 38

1. Description of the *service*

1.1 Executive overview

This contract covers cleaning of all blocked pipes within Majuba Power Station, including gratings, water channels, tunnels, sumps, ponds, tower ponds, clarifiers, silt traps, de-grit sumps, cooling towers, culverts, and V drains.
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* must have an effective quality management system in place and be ISO 9001 approved. Furthermore, all activities will be done as per to the level of quality management stipulated therein and considering Input from Majuba Operating Support Section, Risk assurance department and Management. The *Contractor* shall provide qualified and competent teams in Civil industrial Cleaning with all the necessary equipment to provide the Service. 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.

Scope of Work Breakdown
Turbine Plant

Boundaries: All cable racks, cable trenches, pipe trenches, gratings and tunnels logically belonging to the associated turbine area.

EQUIPMENT TO BE	METHODS	FREQUENCY	REMARKS	COMMENT
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	2 x weekly	Drawings: 0.66/63041/7.Layout of turbine drains.	Must be spotless clean
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump as per ENG/GEN/WI/12	Daily inspection/ cleaning	Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12	Must be empty and clean
TCT and Condenser sump	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump as (ENG/GEN/WI/12)	Daily inspection/cleaning		Must be empty and clean
Blocked pipes	Vacuum clean	when blocked	To safe working Standard.	Must be spotless clean
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove debris	Monthly	Take care of electric cables do not damage the cables	Must be spotless clean
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Don't damage the pipes and concrete slab	Must be spotless clean
Pipe racks	Water wash and vacuum clean	Monthly		Must be spotless clean
Concrete trenches	Sweep and vacuum clean wherever possible, alliteratively dig out, sweep, dust and remove debris	Monthly	Don't damage concrete slab	Must be spotless clean
Trench grating	Pick up all debris, rubble, discard spares and clean	2 x weekly		Must be spotless clean

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Unit Auxiliary Bays

Boundaries: Cable tunnels, cable racks,drains,gratings and sumps.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS	COMMENT
Cable tunnel drains/water channels -5.6ml	Sweep and vacuum clean wherever possible, alternatively sweep, dust, and remove debris	Daily	Take care of electric cables. Don't damage the cables	Must be spotless clean
Sumps	Suck, empty, remove dirt and clean	Monthly	Refer to safe working procedures	Must be spotless clean
Drains	Suck, unblock, remove dirt, and clean	Monthly	Refer to safe working procedures	Must be spotless clean
Gratings	Remove dirt and clean	Daily		Must be spotless clean

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Boiler Plants

Boundaries: Sumps on 0m levels, gratings on 0m level, drains on 0m level and 16m level, cable trenches on 0m level, pipe trenches on 0m level, water channels and tunnels, cable tunnel at 5m level, boiler lift shaft sumps with main drains and water drains on 16m level.

QUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS	COMMENTS
Drains	Vacuum clean and unblock drains, pick up all debris, rubble, discard spares and clean	2x monthly		Free of any debris, rubble, ash/coal
Grated floors	Dust, and pick up all debris, rubble, and discards	Daily		No ash settling or debris
SSC water sumps	To be pumped empty, normally daily Settled material to be agitated using ash water and pumped to FFP sumps keep different substances separate and dispose of according to requirements. Water wash sump when emptied.	Daily inspection, empty / clean when necessary.		No ash settling

	Average ash loads: 5–8-ton ENV/GEN/WI/12			
De gritting sumps (ASH)	To be pumped empty. Settled material to be agitated using ash water towards dirty water sump. Keep different substances separate and dispose of according to requirements. Water wash sump when emptied. average ash loads: 5-8 ton	Daily inspection, empty / clean when necessary.		Free of any debris, rubble, ash/ coal
air heater washing sump	To be pumped empty	Daily inspection, empty/ clean when necessary		Free of any debris, rubble, ash/coal
Cable racks and trenches	Sweep and vacuum clean wherever possible, alliteratively sweep, dust, and remove debris	Week		Free of any debris, rubble, ash/coal
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Weekly		Free of and debris, rubble ash/coal
Pipe racks	Water wash and vacuum clean	Weekly		
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly		Free of any debris, rubble, ash/coal
Trench grating	Pick up all debris, rubble, discard spares and clean	Weekly		Free of any debris
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	Weekly		Free of any debris, rubble, ash/coal
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection empty / clean when necessary		Free of any debris, rubble, ash/ coal
PV PITS	Water wash and vacuum clean	Weekly		Ensure that the sump is always empty
racks trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove debris	Weekly		Spotless clean

Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Weekly		Free of any debris, rubble, ash/coal
Pipe racks	Water wash and vacuum clean	Weekly		Spotless clean
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Weekly		Free of any debris, rubble, ash/coal
Trench grating	Pick up all debris, rubble, discard spares and clean	Weekly		Free of any debris, rubble, ash/coal

Requirements

(a) The Contractor shall report any plant defect and deviation from set performance standards or procedures to the associated parties, monitor follow-up, and assure resolution of the deviations or defects.

(b) As per the table stipulating the area and the frequency, service provide to adhere to it.

(c) Service provider can be requested to clean the area at any given time based on the condition.

(d) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Station Services Buildings

Boundaries: cable tunnels, racks and pipes belonging to this building.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	Monthly	Free of any debris, rubble, ash/coal
sumps	As need be vacuum suck empty, deep different substances separate and dispose of according to requirements associated and water wash sump	Daily Inspection	Free of any debris, rubble, ash/coal
racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust, and remove debris	Monthly	Spotless clean
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash/coal
Pipe racks	Water wash and vacuum clean	Monthly	Spotless clean
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash/ coal

Trench grating	Pick up all debris, rubble, discard spares and clean	Monthly	Free of any debris, rubble, ash/coal
Cable racks	Sweep and vacuum clean wherever possible, alternatively sweep, dust, and remove debris	Monthly	Spotless clean

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Cooling Water Plant and Secondary Cooling (North and South Cooling).

Boundaries: This area includes three wet cooling towers, secondary cooling plant, cooling water pump house with six vertical cooling water pumps and cooling water treatment plant whose boundaries include the trenches round the clarifiers, ACP cooling towers and ponds.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS	COMMENTS
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	Monthly		Free of any debris, rubble, ash/coal
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily		Free of any debris, rubble, ash/coal
De gritting sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily	Permit work	Free of any debris, rubble, ash/coal
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust, and remove debris	Monthly		Free of any debris, rubble, ash/coal
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly		Free of any debris, rubble, ash/coal
Pipe racks	Water wash and vacuum clean	Monthly		
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly		Free of any debris, rubble, ash/coal
Trench grating	Pick up all debris, rubble, discard spares and clean	Daily		Free of any debris, rubble, ash/coal

Cooling towers screens	Wash the screens weekly	Weekly and when required	During rainy season frequency increases	Ensure that it is properly cleaned
Sludge sump	Drain and clean	4x yearly		Must be free of algae
Clarifiers	Drain and high pressure clean to remove scales	4 x yearly		Must be free of algae
Secondary cooling towers	Brush clean and hose down	4x yearly		Must be free of algae
Secondary cooling ponds	Brush clean and hose down	4x yearly		Must be free of algae
Oil plant skimmer ponds	Brush clean and hose down	4x yearly		No ash/oil settling
Oil plant skimmer sumps	Brush clean and hose down	4x yearly		No ash/oil settling
Sewerage plant sumps	Empty / remove blockage and clean	4x yearly		Must be clean
Clean/dirty/raw water dam screens	Clean the screens	Monthly		Must be free of algae
Clean/dirty/raw water dam pump station	Clean the area	Monthly		Must be free of algae

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Coal Plant

Boundaries: Pollution control dam, Water channels, tunnels Ponds, Sumps Trenches and grating all coal plant drains.

Drains and water channels on Coal silo area including interim system Coal stock yard drains, including the reclaims tunnel.

The nature of the debris and dirt to be cleaned in the Coal Plant is expected to be coarse and fine coal settling on plant and equipment as a result of normal duties.

Equipment to be cleaned.	Methods	Frequency	Remarks	Comments
Drains	Vacuum clean, pick up all debris, rubble, discard and clean. Remove coal from the drains	Weekly		Free of any debris, rubble or coal.
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		debris coal of any rubble,
De gritting 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	Permit work	Free debris of any coal , rubble,
Sludge removal	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Monthly		Keep empty the sump
Blocked pipes	Unblock	when blocked		debris coal Free of any rubble,
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust, and remove debris	Monthly		
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly		Free of any debris, rubble, coal
Pipe racks	Water wash and vacuum clean	Monthly		Spotless clean
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly		Free of any debris, rubble, coal
Trench grating	Pick up all debris, rubble, discard spares and clean	Weekly		Free of any debris, rubble, coal
All Water channels	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris.	Monthly		Free of any debris , rubble, coal
All Silt Traps	Empty / remove sludge	Weekly		No weed, sludge, debris, coal

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Ash Plant and Ash De-watering

Boundaries: Settling ponds (Swimming Pools), ADP Sumps, Haul Road sumps, ash dams, Water channels ash plant drains and catchments, De-gritting sumps Storm water drains and channels including Silt tarps.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	COMMENT
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	Monthly	Free of any debris, rubble, ash, weed, sludge
Sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily/inspection	Free of any debris, rubble, ash, weed, sludge
Water channels	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash, weed, sludge
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash, weed, sludge
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash, weed, sludge
Pipe racks	Water wash and vacuum clean	Monthly	Spotless clean
Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	Monthly	Free of any debris, rubble, ash, weed, sludge
Trench grating	Pick up all debris, rubble, discarded spares and clean	Daily	Free of any debris, rubble, ash, weed, sludge
Haul road sump 1-3	Empty / remove sludge	1 x weekly	Free of any debris, rubble, ash, weed, sludge
De grit (2 sumps new)	Empty / remove sludge	1 x weekly	Free of any debris, rubble, ash, weed, sludge
ADP sumps	Empty / remove sludge	1 x weekly	Free of any debris, rubble, ash, weed, sludge
Swimming pools	Empty / remove sludge clean	Daily	Free of any debris, rubble, ash, weed, sludge

Blocked pipe	Unblock	when blocked	Free of any debris, rubble, ash, weed, sludge
Silt traps Ash Dam 1	Empty / remove sludge clean	weekly	Free of any debris, rubble, ash, weed, sludge
Silt traps Ash Dam 3	Empty / remove sludge clean	weekly	Free of any debris, rubble, ash, weed, sludge
New Additional Storm Water drains (more details on the below tables)	Clean transfer line of any dirt, remove sludge	Weekly	Free of any debris, rubble, ash, weed, sludge
Concrete channels Around ADP	Clean and remove sludge or debris	Daily	Free of any debris, rubble, ash, weed, sludge
Ash Dam 3 pump station concrete sum	Empty / remove sludge and clean	Weekly	Free of any debris, rubble, ash, weed, sludge
Concrete channels ADF (Clean& Dirty Channels)	Clean and remove sludge or debris	Daily	Free of any debris, rubble, ash, weed, sludge

ADF Eastern Side

Location	**Cleaning Frequency**
Canal embankment on the eastern side of ADF – Dirty water V-drain	Monthly
Canal embankment on the eastern side of ADF – Clean water V-drain	Monthly
Separation berm on the canal embankment	Monthly
Clean water culvert under the canal embankment (south of PCD5)	Monthly
Clean water outlet canal from clean culvert and riprap apron outlet structure (edge of Area 2B to the 30-year line)	Monthly
Upslope clean water cut-off berm and clean contour canal south of the ADF (edge of Area 2B)	Monthly
Dirty contour canal to facilitate drainage from the upslope portion of Area 2B to the dirty water canal	Monthly
Newly constructed silt traps at AD1	Weekly
Channels (V-drains) from Transfer House E to AD1 silt traps	Weekly
PCD5	Every 6 months

ADF Western Side

Location	Cleaning Frequency
New dirty water canal and separation berm on the western side of the ADF, including the existing western dirty water canal	Monthly
Clean and dirty water separation berm	Monthly
Extension of existing conveyor route canals on top of ADF (Extendable 02)	Monthly

ADF AD2 & RD2

Location	Cleaning Frequency
Spillway area at AD2	Monthly
Inlet channel to RD2	Monthly
Spillway at RD2	Monthly

ADF AD3

Location	Cleaning Frequency
AD3 settling channel from V-drain to new silt traps	Weekly
AD3 newly constructed silt traps (2x)	Weekly
AD3 spillway area	Monthly

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.
(b) Service provider can be requested to clean the area at any given time based on the condition.
(c) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

Hydrogen Plant and LP

(a) All plant, equipment and buildings belonging to the hydrogen plant located at the east side of the power station. Including are all pipes cable and drain trenches, which provides a service to the hydrogen plant, up to the main building of the power generating plant.
(b) LP gas plant equipment's and area belonging to LP gas plant including all pipe, cable and drain trenches, containing equipment which provides a service to the LP gas plant, up to the boiler house.

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS	COMMENTS
Drains	Vacuum clean, pick up ail debris, rubble, discard spares and clean	1 x weekly		Free of any debris , rubble, ash/coal, sludge
Sumps	As need be vacuum suck empty. keep different substances separate and dispose of according to requirements.	Daily inspection/ Cleaning		Free of any debris, rubble, ash, weed, sludge
De gritting sumps	As need be vacuum suck empty, keep different substances separate and dispose of according to requirements associated and water wash sump	Daily inspection/cleaning		Free of any debris, rubble, ash, weed, sludge
Cable racks and trenches	Sweep and vacuum clean wherever possible, alternatively sweep, dust and remove debris	I x monthly	Be aware of uncovered cables	Free of any debris, rubble, ash, oil, weed, sludge
Pipe trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	1 x monthly	Be aware leaking gases, compressed air oil and water	Free of any debris oil, rubble, ash, weed, sludge
Pipe racks	Water wash and vacuum clean	1 x monthly		

NB: Amount of ash spillages and sludge expected underneath FFP area and 0m boiler side.

Requirements

(a) As per the table stipulating the area and the frequency, service provide to adhere to it.

(b) Service provider can be requested to clean the area at any given time based on the condition.

Fuel Oil Plant and Lubricating Oil Store

(a) Fuel Oil Off-loading Station

All plant, equipment and buildings erected and/or supporting the fuel off-loading and pump house including in this area are drains, trenches, bund walls, water channels and sumps.

Lubricating Oil Store

All plant, equipment and buildings belonging to the oil stores. The store includes the daily issue oil store, bund walls and drain trenches, up to the main building of the power generating plant, containing equipment which provides a service to the oil store.

Expected nature of debris and dirt

Fuel oil Off-loading Station

SASOL bunker 150 Spillages during tanker offloading are expected to be regular, major spillages may occur occasionally. Sump level must be maintained at minimum.

Concrete trenches	Sweep and vacuum clean wherever possible, alternatively dig out, sweep, dust and remove debris	I x monthly	Be aware leaking gases, compressed air oil and water	Free of any debris, oil, rubble, ash, weed, sludge
Trench grating	Pick up all debris, rubble, discard spares and clean	2 x weekly		Free of any debris, oil, rubble, ash, weed, sludge

(b) Fuel Oil Pumping Plant
SASOL bunker 150 oil settlements and dust. Spillages are expected to be regular, major spillages may occur occasionally. Sump level must be maintained at minimum.

(c) Lubricating Oil Store
Spillages on bund walls are expected to be regular but of minor quantities,

EQUIPMENT TO BE CLEANED	METHODS	FREQUENCY	REMARKS	COMMENTS
Drains	Vacuum clean, pick up all debris, rubble, discard spares and clean	1 x weekly		Free Of any debris, rubble, ash, coal, oil sludge
Grated floors	Dust, and pick up all debris, rubble, and discards	1 x weekly		Free of any debris, rubble, ash, coal, oil sludge

Requirements

(c) As per the table stipulating the area and the frequency, service provide to adhere to it.

(d) Service provider can be requested to clean the area at any given time based on the condition.

(e) Dispose according to Majuba Power Station Waste Management Procedure ENV/GEN/WI/12

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.

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

1.3.3 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:

- Tanker Truck.
- Tipper Truck 10 m3
- TLB
- Front end Loader
- Bobcat.
- Tractor.
- Super sucker tanker.
- 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.

Interpretation and terminology
1.4.1 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

1.4.2 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

Management strategy and start up.

Management Meetings

2.1.1 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	Monthly	Service manager and Plant supervisor/manager and other	Service manager and Plant supervisor/manager and other

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

2.1.2 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.

2.1.3 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.

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.

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.

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 *Contracto*r 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.

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 5 yrs.	Permanent
Site Supervisors x5	Matric (with Maths and Science) or N3 Technical Cert and higher certificate in supervisory management (NQF5)	Minimum of 3yrs	Permanent
Safety officer x2	National Diploma Safety Management	Minimum of 3yrs	Permanent
Quality Inspector x1	Matric (Maths and Science) or N3 Technical Certificate.	Minimum of 1yrs	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.

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.

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

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.

Transporting of Staff

The *Contractor* use transportation sourced from any local Taxi Association or use the company's private vehicle to transport his/ her employees. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

Documentation control.

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

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.

Skills Development

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

Table 1 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.

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.

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.

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.

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.

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.

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.

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.

Site Establishment Requirements
Site establishment to include the following:

(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.

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

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..
(g) Construction Safety, Health, and Environmental Management Rev 0 32-136

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.

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.

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.

Procurement

People

Identified Key personnel.

The *Contractor* provides the following qualified personnel:

(a) Site Manager x1
(b) Site Supervisor x5
(c) Site safety Officer x2
(d) Quality Inspector x1

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.

Plant and Materials

Quality

a) The *Contractor* ensures that all equipment, tools, and material that the *Contractor* / Subcontractor uses to execute the works, complies with the SABS and other applicable stated standards.

Correction of defects

All PM scheduled must be executed within the planned week, date, and time, to ensure a 100% compliance. Failure to comply, the *Employer* will be liable to penalise the contractor in monetary terms.

Plant & Materials provided "free issue" by the *Employer.*

Scaffolding, forklifts and/or cranes will be provided without cost to the *Contractor* upon the Contractor's request, if available at the time. These may only be installed/operated by persons who have authorisation to do so.

Working on the Affected Property

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

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

The *Contractor* shall prepare and submit the safety plan and other documents in a file within one week of the contract start date and which shall be corrected if necessary to be approved within one week thereafter. Safety induction is provided subject to the safety file being approved by one of the Safety Risk Officers of Majuba Power Station and thereafter, the file must always be available when work is done on site.

Access to site is dependent on all workers undergoing a short (1 hour) safety induction and then only will access permits be issued for workers and construction vehicles to enter. Work will not be allowed without induction provided by the *Employer* for each worker.

Medical certificates of workers can only be issued by Occupational Health Practitioners and includes hearing, sight and lung-function tests and may include psychological evaluations for workers who work at heights and/or any other requirement stipulated by the Safety Risk Officers.

See **BIA/RM/STD/01** for all relevant details or contact the Safety Risk Officers at 017 799 3107 or 017 799 3445.

People restrictions, hours of work, conduct and records

Only authorised persons may have site access and perform work.

Majuba Power Station normal working hours are:

(a) Monday to Thursday – 07:30 to 16:45
(b) Friday – 07:30 to 12:30
(c) The *Contractor* will however, provide the services during all hours.
(d) Working Hours: As per the Labour Regulations Act and the Basic Conditions of Employment Act, no person is allowed to work more than 12 continuous hours per shift. The *Contractor* shall ensure that workers are relieved from duty after working twelve hours. The next relief shift shall be on site to hot seat change over before the fatigue shift leaves site.
(e) Removal from Site
(f) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site if, in the *Employer's* opinion, it is warranted.

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.

Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the site maintenance personnel and others.

Records of *Contractor*'s Equipment

The *Contractor* will bring a typed list of all his equipment and tools (with serial numbers, wherever possible). This list needs to be approved by the Security office before the items are taken onto site on each occasion. Equipment that is not listed on a tool/equipment list cannot be removed from site. Equipment and vehicles left on site is done so at the Contractor's own risk.

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.

Site services and facilities

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.

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.

Control of noise, dust, water, and waste

5.8.1 Waste Disposal

Waste is to be disposed of in bins or skips supplied by Eskom, which are classified as s follows:

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

However, the *Contractor* is expected to remove all his own waste from site, as far as possible.

5.8.2 Noise

Noisy equipment and tools emitting noise more than 105 dB (A) may not be supplied/utilised by the supplier.

Tests and inspections

Description of tests and inspections

The Employer and/or Quality Control personnel shall witness the test execution on a six (6) monthly basis and confirm compliance to the procedure provided and approve the competence of the Contractor's employees.

The maximum low Service Damages will be up to 10% per month.

No.	**Description**	**Employer's Requirement**	**Damages payable by Contractor**	**Mitigation**
1	Approval of safety file	Within 2 weeks of contract start date.	R500.00 per day without approved safety file.	NA
2	Approval of Quality Management System	Within 2 weeks of contract start date.	R500.00 per day without approved quality file.	NA
5	Arrival on site for call-out	Within 1 hour of call-out.	R500.00 per hour of delay or part thereof.	NA
6	Non-Attendance of meetings	Every listed and Employer's communicated meeting	R500.00 per incident.	Apology, with reasons validated by the Employer

		to be attended		

Majuba Contractors

7	Excessive Task Duration	Within the time specified by Contractor's plan as approved By the Service Manager.	R500.00 per hour of extended Duration or 10% of the monthly contract value whichever value is lower	Complication met during the tests to be communicated to the Employer and Employer to approve delayed work.
9	Major break downs not identified and actioned or identified but not reported	All failure that put the plant or redundant plant at risk must be prevented	1% of monthly contract value	NA
10	Planning information not submitted as required	Work executed without Approved Plan	R500.00 per incident.	NA
11	BSO	For each company employee fails to comply on weekly BSO.	**R1000 per occurrence weekly.**	N/A
12	LTI	Company fails to comply with safety requirements.	**R10 000.00 per occurrence.**	N/A
13	Meeting Attendance	Ops support, BU Safety & Gemba.	**R500 per occurrence on each meeting not attended.**	Stand-in

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.

There are 5 identified cardinal rules and they are as follows:

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH (That is, any plant operating above 1 000 V)

No person may work on any electrical network unless:

(a) He/she is trained and authorised as competent for the task to be done.

(b) A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.

(c) An equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures;

(d) All conducting material is connected together, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and

(e) The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

RULE 2: HOOK UP AT HEIGHTS

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

(a) a pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height;

(b) he/she is appropriately trained.

(c) he/she is appropriately secured during ascending and descending; and

(d) he / she are using an approved fall arrest system where applicable.

RULE 3: BUCKLE UP

No person may drive any vehicle on Eskom business and/or on Eskom premises:

(a) Unless the driver and all passengers are wearing seat belts.

RULE 4: BE SOBER

No person is allowed to work under the influence of drugs and alcohol.

“Under the influence” means the use of alcohol, drugs, and/or a controlled substance to the extent that:

(a) The individual’s faculties are in any way impaired by the consumption or use of the substances; or

(b) The individual is unable to perform in a safe, productive manner; or

(c) The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or

(d) The individual has a level of alcohol in his/her body that is greater than 0.02% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

(a) No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure.

NB: 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.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding 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 : _____