



**NEC3 Term Service Contract (TSC3)**

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

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

**for Cleaning and Ash Plant Repairs Services at Duvha Power  
Station during normal maintenance and outages On As  
And When Required Basis**

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| <b>Contents:</b>                              | <b>No of pages</b> |
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**CONTRACT No. [Insert at award stage]**

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**PART C1: AGREEMENTS & CONTRACT DATA**

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C1.1 Form of Offer & Acceptance

**Offer**

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

**Cleaning and Ash Plant Repairs Services at Duvha Power Station during normal maintenance and outages On As And When Required Basis**

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

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

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

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the tenderer:**

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

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

**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**

Name & signature of witness                      *(Insert name and address of organisation)*                      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**

| Clause | Statement   | Data   |
|--------|---|--|
| 1      | <b>General</b>  |  |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option:<br><br>[Redacted] dispute resolution Option and secondary Options<br><br>[Redacted]<br><br>[Redacted]<br><br>[Redacted] | <b>A: Priced contract with price list</b><br><b>W1: Dispute resolution procedure</b><br><br><b>X1: Price adjustment for inflation</b><br><b>X2 Changes in the law</b><br><b>X17: Low service damages</b><br><b>X18: Limitation of liability</b><br><b>X19: Task Order</b><br><b>Z: Additional conditions of contract</b> |
|        | of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)  |  |
| 10.1   | The <i>Employer</i> is (name):<br><br>Address<br><br>Tel No.<br><br>Fax No.   | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b><br><br><b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b><br><br><b>(013) 6900 913</b>  |
| 10.1   | The <i>Service Manager</i> is (name):<br><br>Address<br><br>Tel<br><br>Fax  | <b>Barney Matthee &amp; Mokotedi Ditshego</b><br><br><b>Duvha Power Station</b><br><b>PO BOX 2199</b><br><b>Witbank</b><br><b>1035</b><br><br><b>013 690 0359 &amp; 013 6900 169</b><br><br><b>+27 13 690 0313</b>   |

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

|          |  |  |
|----------|--|--|
|          | e-mail   | <a href="mailto:MattheBP@eskom.co.za">MattheBP@eskom.co.za</a> &<br><a href="mailto:MalemoMM@eskom.co.za">MalemoMM@eskom.co.za</a>   |
| 11.2(2)  | The Affected Property is   | <b>Duvha Power Station</b>   |
| 11.2(13) | The <i>service</i> is  | <b>Cleaning and Ash Plant Repairs Services at Duvha Power Station during normal maintenance and outages On As And When Required Basis</b>  |
| 11.2(14) | The following matters will be included in the Risk Register      | <b>The outages dates might be postponed</b>  |
| 11.2(15) | The Service Information is in                                    | <b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>   |
| 12.2     | The <i>law of the contract</i> is the law of                     | <b>the Republic of South Africa</b>  |
| 13.1     | The <i>language of this contract</i> is                          | <b>English</b>   |
| 13.3     | The <i>period for reply</i> is                                   | <b>1 week</b>  |
| 2        | <b>The Contractor's main responsibilities</b>                    | <b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>   |
| 21.1     | The <i>Contractor</i> submits a first plan for acceptance within | <b>4 weeks of the Contract Date</b>  |
| 3        | <b>Time</b>  |  |
| 30.1     | The <i>starting date</i> is.                                     | <b>01 July 2021 or as soon as possible</b>   |
| 30.1     | The <i>service period</i> is                                     | <b>5 years (ending 30 June 2026)</b>   |
| 4        | <b>Testing and defects</b>                                       | <b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>   |
| 5        | <b>Payment</b>   |  |
| 50.1     | The <i>assessment interval</i> is                                | <b>On completion of each task order.</b>   |
| 51.1     | The <i>currency of this contract</i> is the                      | <b>South African Rand</b>  |
| 51.2     | The period within which payments are made is                     | <b>5 weeks.</b>  |
| 51.4     | The <i>interest rate</i> is                                      | <b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b> |

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

|      |  |  |
|------|--|--|
| 6    | <b>Compensation events</b>   | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data  |
| 7    | <b>Use of Equipment Plant and Materials</b>                            | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data  |
| 8    | <b>Risks and insurance</b>   |  |
| 80.1 | These are additional <i>Employer's</i> risks                           | <ol style="list-style-type: none"> <li>1. [●]</li> <li>2. [●]</li> <li>3. [●]</li> </ol>   |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table | <b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b> |
| 83.1 | The <i>Employer</i> provides these additional insurances               | <b>as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>  |
| 83.1 | The <i>Contractor</i> provides these additional insurances:            | <b>Whatever the Contractor deems necessary in addition to that provided by the Employer.</b>   |
| 83.1 | The minimum amount of cover for  | <b>the amount of the deductibles relevant to</b>   |



|           |   |  |
|-----------|---|--|
|           | insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is  | <b>the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>  |
| 83.1      | The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of  | <b>The replacement cost.</b>   |
| 83.1      | The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is: | <b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>   |
| 83.1      | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:  | <b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than <b>R500 000 (Five hundred thousand Rands)</b>..</b>  |
| <b>9</b>  | <b>Termination</b>  | <b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>  |
| <b>10</b> | <b>Data for main Option clause</b>  |  |
| <b>A</b>  | <b>Priced contract with price list</b>  |  |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than   | <b>4 weeks.</b>  |
| <b>11</b> | <b>Data for Option W1</b>   |  |
| W1.1      | The <i>Adjudicator</i>  | <b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b> |

|         |  |  |
|---------|--|--|
| W1.2(3) | The <i>Adjudicator nominating body</i> is:   | <b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b> |
| W1.4(2) | The <i>tribunal</i> is:  | <b>arbitration</b>   |
| W1.4(5) | The <i>arbitration procedure</i> is  | <b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>  |
|         | The place where arbitration is to be held is   | <b>Johannesburg, South Africa</b>  |
|         | The person or organisation who will choose an arbitrator   | <b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>   |
|         | <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul> |  |

**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

|      |  |                   |                            |                          |
|------|--|-------------------|----------------------------|--------------------------|
| X1.1 | The <i>base date</i> for indices is                                |                   |                            |                          |
|      | The proportions used to calculate the Price Adjustment Factor are: | <b>proportion</b> | <b>linked to index for</b> | <b>Index prepared by</b> |
|      |  | <b>0.</b>         | <b>[•]</b>                 | <b>[•]</b>               |
|      |  | <b>0.</b>         | <b>[•]</b>                 | <b>[•]</b>               |
|      |  | <b>0.</b>         | <b>[•]</b>                 | <b>[•]</b>               |
|      |  | <b>0.</b>         | <b>[•]</b>                 | <b>[•]</b>               |
|      |  | <b>0.</b>         | <b>[•]</b>                 | <b>[•]</b>               |
|      |  | <b>[•]</b>        | <b>non-adjustable</b>      |                          |
|      |  | <b>1.00</b>       |                            |                          |

|           |                           |   |
|-----------|---------------------------|---|
| <b>X2</b> | <b>Changes in the law</b> | <b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b> |
|-----------|---------------------------|---|

**X17 Low service damages**

|       |  |  |
|-------|--|--|
| X17.1 | The <i>service level</i> is                      |  |
|       | R 2500 per day up to 10% of the task order value | <ul style="list-style-type: none"> <li>• For delays on the submitted outage program</li> </ul> |

|            |  |  |
|------------|--|--|
|            | R 1000 per incident  | <ul style="list-style-type: none"> <li>Failure to respond (be on site) to a callout within 4 hours of the callout</li> </ul> <p>(Excluded are delays due the Employer failing to give access on agreed time, delays due any failures to equipment, structures not provided by the Contractor, delays due external factors -such as foreign objects coming into contact with the serviced area, poor operating practice, and any other factors that can be shown to be outside the direct control of the Contractor. The penalty will only be imposed on the Contractor after an investigation and the occurrence is found to be a result of poor maintenance by the Contractor.)</p>   |
| <b>X18</b> | <b>Limitation of liability</b>   |  |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to  | <b>R0.0 (zero Rand)</b>  |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to                                  | <b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>  |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to  | <p><b>The greater of</b></p> <ul style="list-style-type: none"> <li><b>the total of the Prices at the Contract Date</b></li> </ul> <p><b>and</b></p> <ul style="list-style-type: none"> <li><b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></li> </ul> |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are</b></p>  |

|            |   |  |
|------------|---|--|
|            |   | <p>amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul> |
| X18.5      | The <i>end of liability date</i> is   | <b>12 months after the end of the service period.</b>  |
| <b>X19</b> | <b>Task Order</b>   |  |
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | <b>5 days of receiving the Task Order for Planned tasks</b>  |
| <b>Z</b>   | <b>The <i>additional conditions of contract</i> are</b>                                   | <b>Z1 to Z11 always apply.</b>   |

**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.

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**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.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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.



## **Annexure A: Insurance provided by the Employer**

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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)<sup>3</sup> 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 <i>Contractor</i> is (Name):<br>Address<br>Tel No.<br>Fax No. |      |
| 11.2(8)  | The <i>direct fee percentage</i> is                               | %    |
|          | The <i>subcontracted fee percentage</i> is                        | %    |
| 11.2(14) | The following matters will be included in the Risk Register       |      |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in:   |      |
| 21.1     | The plan identified in the Contract Data is contained in:         |      |
| 24.1     | The key people are:<br>1 Name:<br>Job:<br>Responsibilities:       |      |

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

**CV's (and further key person's data  
including CVs) are in \_\_\_\_\_ .**

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

**PART 2: PRICING DATA**  
**TSC3 Option A**

| <b>Document reference</b> | <b>Title</b>                  | <b>No of pages</b> |
|---------------------------|-------------------------------|--------------------|
| C2.1                      | Pricing assumptions: Option A | 2                  |
| C2.2                      | The <i>price list</i>         | [•]                |

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

**Identified and defined terms** 11 11.2 (12) The Price List is the *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

**Schedule A: Preliminary & General costs:**

| Item nr | Description  | No. | Unit     | Expected Quantity | Rate | Price |
|---------|--|-----|----------|-------------------|------|-------|
| 10.     | Site Establishment   | 1   |          |                   |      |       |
| 20.     | Tools and equipment (refer to appendix 1)                              | 1   | Once off |                   |      |       |
| 30.     | Site de-establishment  | 1   |          |                   |      |       |
| 40.     | Travelling (personnel)<br><br>_____ Km per return trip @ _____<br>R/km | 1   | R/km     |                   |      |       |

The total of the Prices

**Schedule B: Maintenance activities**

| Item nr | Description  | No. | Unit       | Expected Quantity | Rate | Price |
|---------|--|-----|------------|-------------------|------|-------|
| 10.     | SHEQ requirements provision for the maintenance crew (provide a cost breakdown on the sheet below) | 1   | yearly     | 5                 |      |       |
| 20.     | Inoculation for Hepatitis B (annually)   | 10  | Per person | 5                 |      |       |
| 30.     | Standby allowance / Callout fee  | 1   | day        |                   |      |       |
| 30.     | HP/Vacuum Supervisor   | 1   | hr         |                   |      |       |
| 40.     | Safety Rep (part-time)   | 1   | hr         |                   |      |       |
| 50.     | HP Operator  | 4   | hr         |                   |      |       |
| 60.     | Vacuum truck assistants  | 3   | hr         |                   |      |       |
| 70.     | General Labour   | 4   | hr         |                   |      |       |
| 80.     | Pump operator  | 1   | hr         |                   |      |       |
| 90.     | Diesel operated 1500 bar HP gun machine  | 1   | hr         |                   |      |       |
| 100.    | Diesel operated 2800 bar ultra-high HP Pump  | 1   | hr         |                   |      |       |
| 110.    | Electrical 60 l/s slurry   | 1   | hr         |                   |      |       |

|      |  |   |      |     |  |  |
|------|--|---|------|-----|--|--|
|      | submersible pump                           |   |      |     |  |  |
| 120. | Electrical 100 l/s slurry submersible pump | 1 | hr   |     |  |  |
| 130. | Vacuum truck mobile with a driver          | 1 | hr   |     |  |  |
| 140. | Diesel pump                                | 1 | hr   |     |  |  |
| 150. | Transport non-mobile equipment to site     | 1 | R/km |     |  |  |
| 160. | Cleaning/de-greaser detergent              | 1 | L    | 100 |  |  |

The total of the Prices

|  |
|--|
|  |
|--|

**Schedule C: Outages activities**

| Item nr. | Description                                     | No. | Unit  | Estimated quantity | Rate/each | Price |
|----------|---|-----|-------|--------------------|-----------|-------|
|          | <b>HP cleaning:</b>                             |     |       |                    |           |       |
| 10.      | Diesel operated HP Pump 700bar working pressure | 2   | hr    |                    |           |       |
| 20.      | HP Pump Ultra High 2800bar                      | 1   | hr    |                    |           |       |
| 30.      | HP Gun Supervisor                               | 3   | hr    |                    |           |       |
| 40.      | HP Gun Operator                                 | 12  | hr    |                    |           |       |
|          | <b>Vacuum cleaning:</b>                         |     |       |                    |           |       |
| 50.      | Vacuum Truck Mobile with a driver               | 1   | Hr    |                    |           |       |
| 60.      | Vacuum Truck ( Water suppression tank )         | 1   | Hr    |                    |           |       |
| 70.      | Vacuum Truck Supervisor                         | 1   | Hr    |                    |           |       |
| 80.      | Vacuum Truck Assistants                         | 4   | hr    |                    |           |       |
|          | <b>Water pumps:</b>                             |     |       |                    |           |       |
| 90.      | Electrical 30 litre per second water pumps      | 1   | Day   |                    |           |       |
| 100.     | Pump operator per 12 hour shift                 | 2   | shift |                    |           |       |
| 110.     | Electrical 60 litre water pump                  | 1   | Day   |                    |           |       |
| 120.     | Electrical 100 litre per second water pump      | 1   | Day   |                    |           |       |
|          | <b>WAP industrial steam cleaner:</b>            |     |       |                    |           |       |
| 130.     | Wap industrial cleaning machine                 | 2   | day   |                    |           |       |
| 140.     | WAP machine operators                           | 4   | hr    |                    |           |       |
|          | <b>Sludge pump</b>                              |     |       |                    |           |       |
| 150.     | Electrical sludge 30 litre per second pump      | 1   | day   |                    |           |       |



|      |  |   |        |     |  |  |
|------|--|---|--------|-----|--|--|
|      | <b>Cleaning equipment</b>  |   |        |     |  |  |
| 160. | Detergent/ cleaning solvent  | 1 | L      | 100 |  |  |
| 170. | Refuse bags heavy duty.  | 1 | Ea     | 100 |  |  |
| 180. | Cleaning Supervisor  | 1 | Hr     |     |  |  |
| 190. | Cleaners   | 6 | hr     |     |  |  |
|      |  |   |        |     |  |  |
|      | <b>Inspection and thickness testing</b>  |   |        |     |  |  |
| 200. | Inspect, conduct thickness testing for the whole ash sump suction pipe length (as per the service information detail) and submit a report                    | 1 | Ea     |     |  |  |
| 210. | Conduct wall thickness testing for the whole ash line length (as per the service information detail) and submit a report                                     | 1 | Ea     |     |  |  |
| 220. | Visually inspect & conduct wall thickness testing for the sluice line from sluice pump discharge to ash hopper and submit a report                           | 1 | Ea     |     |  |  |
| 230. | Conduct wall thickness for the sluice line from the AWR cross over valves to the suction manifold of the sluice pump and submit a report                     | 1 | Ea     |     |  |  |
| 240. | Supply 400 mm U plate - clamps for ash line  | 1 | Ea     | 200 |  |  |
|      | <b>Equipment rates</b>   |   |        |     |  |  |
| 250. | 380 v diesel generator   | 1 | Day    |     |  |  |
| 260. | 25 Ton mobile crane  | 1 | Day    |     |  |  |
| 270. | Long bed truck   | 1 | Day    |     |  |  |
| 280. | Bobcat   | 1 | Day    |     |  |  |
| 290. | 3 ton LTB  | 1 | Day    |     |  |  |
| 300. | 5 Ton Truck  | 1 | Day    |     |  |  |
|      | <b>Manpower rates</b>  |   |        |     |  |  |
| 310. | Mechanical Supervisor  | 1 | Hour   |     |  |  |
| 320. | Fitter   | 2 | Hour   |     |  |  |
| 330. | Welder   | 1 | Hour   |     |  |  |
| 340. | Pump operator Supervisor   | 1 | hour   |     |  |  |
| 350. | Pump operator  | 1 | hour   |     |  |  |
| 360. | Crane and truck driver   | 1 | hour   |     |  |  |
| 370. | Safety Rep.  | 1 | hour   |     |  |  |
| 380. | 3 ton LTB driver   | 1 | Hour   |     |  |  |
|      | <b>Safety equipment and PPE</b>  |   |        |     |  |  |
| 390. | Medical exams, safety equipment and PPE (person per annum provided that person was not part of the maintenance crew or the previous outage in the same year) | 1 | person |     |  |  |

| <b>Ash line spillage and recovery activities</b> |   |                  |                  |  |  |  |
|--|---|------------------|------------------|--|--|--|
| 400.   | Clean spilled ash around ash line area.     | 1 m <sup>3</sup> | 1 m <sup>3</sup> |  |  |  |
| 410.   | Transport spilled ash to dumping side       | 1 m <sup>3</sup> | 1 m <sup>3</sup> |  |  |  |
| 420.   | Supply new soil for recovery of ground      | 1 m <sup>3</sup> | 1 m <sup>3</sup> |  |  |  |
| 430.   | Repair damage areas and cover with new soil | 1 m <sup>3</sup> | 1 m <sup>3</sup> |  |  |  |

The total of the Prices

**NB: Rates include all relevant cost i.e. overheads, transport and labour costs and bonuses.**

**Schedule D: Overtime rates:**

| Item nr | Description              | Unit | Estimated Quantity | Normal overtime rate @ 1.5 of the normal time rate | Public Hol & Sun Overtime rate @ 2.0 of the normal time rate |
|---------|--------------------------|------|--------------------|--|--|
| 10.     | Vacuum Truck Supervisor  | Hour |                    |  |  |
| 20.     | HP Gun Supervisor        | Hour |                    |  |  |
| 30.     | Pump operator Supervisor | Hour |                    |  |  |
| 40.     | Cleaning Supervisor      | Hour |                    |  |  |
| 50.     | Mechanical Supervisor    | Hour |                    |  |  |
| 60.     | Vacuum truck driver      | Hour |                    |  |  |
| 70.     | HP gun Operator          | Hour |                    |  |  |
| 80.     | Vacuum Truck Assistants  | Hour |                    |  |  |
| 90.     | Fitter                   | Hour |                    |  |  |
| 100.    | Welder                   | Hour |                    |  |  |
| 110.    | Pump Operator            | Hour |                    |  |  |
| 120.    | Crane and truck driver   | Hour |                    |  |  |
| 130.    | Safety Rep.              | Hour |                    |  |  |
| 140.    | LTB driver               | Hour |                    |  |  |
| 150.    | General Labour           | Hour |                    |  |  |

The total of the Prices

| <b>Safety prices</b>                                    |                         |   |  |     |                                    |   |
|---|-------------------------|---|--|-----|------------------------------------|---|
| <b>TRAINING</b>   |                         |   |  |     |                                    |   |
| 17  | First Aider             | 1 |  |     | R                                  | R |
| 18  | Supervisor (employer)   |   |  |     | R                                  | R |
| 19  | Incident Investigator   |   |  |     | R                                  | R |
| 20  | Fire fighting level one |   |  |     | R                                  | R |
| 21  | Risk Assessor           |   |  |     | R                                  | R |
| 22  | Working at heights      |   |  |     |                                    |   |
|   | Confines Spaces         |   |  |     |                                    |   |
| <b>PERSONAL PROTECTIVE CLOTHING (For each employee)</b> |                         |   |  |     |                                    |   |
| 22  | Safety Boots            | 1 |  | ea  | R                                  | R |
| 23  | Acid proof Overalls     | 1 |  | ea  | R                                  | R |
| 24  | Reflective vest         | 1 |  | ea. | R                                  | R |
| 25  | Hard hat                | 1 |  | ea  | R                                  | R |
| 26  | Safety gloves           | 1 |  | ea  | R                                  | R |
| 27  | Safety Goggles/ glasses | 1 |  | ea  | R                                  | R |
| 28  | Disposable Dust musk    | 1 |  | ea  | R                                  | R |
| 29  | Ear plugs               | 1 |  | ea  | R                                  | R |
| 30  | Face shield             | 1 |  | ea  | R                                  | R |
| 31  | Gum boots               | 1 |  | ea  | R                                  | R |
| 32  | Rain coats              | 1 |  | ea  | R                                  | R |
| 33.   | Safety harness          | 1 |  | ea  | R                                  | R |
| 34.   | Arc flash suits per RP  | 1 |  | ea  | R                                  | R |
| <b>OTHER CONTENTS</b>                                   |                         |   |  |     |                                    |   |
| 33  | First Aid Box           | 1 |  | EA  | R                                  | R |
| 34  | Fire extinguisher       | 1 |  | EA  | R                                  | R |
| 35  | Medical Surveillance    | 1 |  | EA  | R                                  | R |
| <b>SUB -TOTAL</b>                                       |                         |   |  |     |                                    |   |
|   |                         |   |  |     | <b>TOTAL<br/>excluding<br/>vat</b> | R |

**PART 3: SCOPE OF WORK**

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

## 1. Description of the service

### 1.1 Executive overview

The service is various cleaning services on the ash plant during planned outages and various areas during normal maintenance at Duvha Power Station. The service is the supply of skilled labour, equipment and tools to carry out the service.

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

- The *Contractor* provides qualified labour for the service. Due to the nature of the work, all employees to be trained on confined space and working at heights training.
- The *Contractor* provides tools, gear, equipment and consumables to carry out the work.
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying to the OSH Act and Construction Regulations.
- The *Contractor* plans and executes the work and provides a detailed plan for each unit outage and planned maintenance opportunities.
- The *Contractor* performs quality control on own work as per pre-approved control plans.
- The *Contractor* performs work within the specified period and to the acceptable quality standard.
- The Contractor is required to have a as a minimum of 2 RP's (responsible person) as per the Eskom's Plant Safety Regulations preferably at the supervisory level within three months from the contract start date for the Boiler ash hoppers and ash plant.
- The works also includes the decommissioning and re-commissioning, removal, dismantling as well as making good of areas affected by the removal thereof. All redundant plant to be removed by the Contractor.

### 1.2 Maintenance work

- The *Contractor* will be required to perform high pressure cleaning, vacuum cleaning, spillages and manual cleaning on a call-out or as and required basis during normal and after normal working hours. The *Contractor* must have a team on standby and ready for callout all time as the request might be made at any time. The cleaning crew must always operate under supervision.
- Eskom will provide a permit to work for the areas not included in the *Contractor's* required authorisations
- The call-out hours will be based on the entering the gate and on completion of the work. The *Contractor* must provide a callout log, which will indicate the callout details and must be signed by the Eskom representative before leaving site. The contractor is expected to respond within 4 hours of being called out.
- The HP cleaning crew will be made of:
  - a) 1x HP equipment trained Supervisor
  - b) 4x HP equipment trained operators

- The vacuum cleaning crew will be made of:
  - a) 1x Vacuum truck with a driver
  - b) 1x Supervisor
  - c) 3x assistants

### 1.2.1 Short UCLF/PCLF maintenance opportunities

The station is granted short maintenance opportunities to attend to repairs that cannot be attended to on load. For these opportunities the *Service Provider* will be informed ahead of time and will be required to avail themselves at the provided starting time of the cleaning work. During these opportunities the *Service Provider* may be required to carry out cleaning on a 24 hour basis therefore additional resources may be required to ensure adherence to legislative requirements.

### 1.2.2 Maintenance cleaning tasks

1.2.2.1 Provide personnel under supervision and high pressure machines as per the price list with different types of pressure nozzles, including grenade bomb nozzles & spinning nozzles for bigger diameter pipes to conduct the following cleaning:

- Unblocking of the ash lines on request.
- Unblocking of the dust hoppers on request
- Unblocking of the sluice ways and sluice way screen on request
- Cleaning of ash sumps (115m<sup>3</sup>) and bilge sumps (6.6 m<sup>3</sup>) on request. The *Contractor* to provide a submersible pump for sump drainage before conducting the cleaning.
- Cleaning of the ash crusher drums on request.
- Cleaning of station deep drains
- Unblocking of all station manholes including the sewage reticulation system.
- Cleaning of the HV yard sump, effluent sump, effluent launders and the sludge sumps. Note these areas can have acidic material with a PH of 1 to 7.
- Removal of grating to gain access and reinstating on those gratings will be done by the contractor.
- Disposal of debris removed during HP cleaning will be done by *Contractor*. All debris to be disposed of at the ash dam of which is 4 km from the station.
- Cleaning of any other areas not specified above within Duvha Power Station

1.2.2.2 Provide personnel under supervision and a mobile vacuum truck to conduct the following cleaning:

- Emptying of sumps, trenches, manholes and any other openings. Note sumps at the WTP areas may have acidic material with a PH of 1 to 7 therefore non-corrosive accessories and acid-proof PPE must be provided for these areas.

1.2.2.3 Provide a diesel pump with an operator in areas where there is no power supply

**NOTE: AS STIPULATED ABOVE THIS WILL BE A SERVICE RENDERED AS AND WHEN REQUIRED BY ESKOM.**

### 1.3 OUTAGES

The *Service* includes the supplying of the necessary equipment to complete the required work. The *Contractor* provides all equipment and associated engineering services to fulfil and execute the requirements of the Service Information and to provide a fully operational system

- ❖ Vacuum cleaning and HP cleaning of ash plant

The *Contractor* performs the following work:

- The HP Cleaning of Boiler casing and equipment.
  - The unblocking and descale of pipes and spares
  - The opening and cleaning of trenches
  - The braking and cleaning of clinkers inside boiler
  - The unblocking of drain lines.
  - The washing of ground floor daily around boiler area
  - The vacuum cleaning and removing of ash around boiler
  - The pumping of water to open drains and trenches.
  - The cleaning of ash lines. Striping, cleaning and repositioning lines and clamp brackets.
  - The commissioning of plant during return to service.
  - The cleaning and descaling of valves and pipes around Boiler ash hopper
  - The cleaning and descaling of pump manifolds and trenches
  - The Ultra HP pump to clean and unblock ash sump.
  - The cleaning of ash spillage around ash lines and spilled areas.
  - The loading and transporting of spilled ash to ash dam dumping site.
  - The supply of soil and recover damage areas.
  - The use of LTB and Bobcat to load ash and soil.
- 
- ❖ Provide High Pressure machine (with different types of pressure nozzles) of up to 1500bar or more to conduct the following cleaning:
    - Descaling of the ash lines (3.8km each from the station) internally during outages from the unit's bilge sump to the ash dam distribution point. Disassembling and assembling of pipes will be done by the contractor. Replacement of the damaged pipes and conducting of thickness testing is the responsibility of the contractor. Pipes and couplings will be supplied by Eskom. Manufacturing of pipe clamps will be done by the contractor.
    - Unblocking and cleaning of the sluice ways and sluice way screen.
    - Cleaning of ash sump (115m<sup>3</sup>). Ash sump drainage will be done by Contractor using a sump pump to be supplied by the contractor.
    - Unblocking of all pipe trenches in front of the ash hoppers.
    - Removal of grating to gain access and reinstating of those gratings will be done by the contractor.
    - Disposal of debris removed during HP cleaning will be done by contractor. All debris removed to be disposed to the ash dam of which is 4 km away from the station.
  - ❖ Replace all defected Johnson couplings with long barrel couplings (maintaining a 20-40mm gap between the pipes when installing the coupling).
  - ❖ To replace all clamps on the ash lines which are broken or damaged.

- ❖ AWR supply line to the ash hopper and sluice pumps suction to be replaced.
- ❖ HP clean the AWR supply pipe to the agitating nozzles inside the ash sump and replace the nozzles that are damaged or blocked.
- ❖ Replace the two suction pipes inside the ash pump with new pipes.
- ❖ Replace all ash pipes running underneath the road towards the Fabric Filter Plant (FFP) and inside the sluiceway.
- ❖ All agitating nozzles must be replaced. All sluiceways nozzles to be renewed.

OUTAGE SCOPE DETAIL

|           | <b>Activity Description</b>  | <b>Quantity</b> |
|-----------|--|-----------------|
| <b>1.</b> | <b>Ash sumps</b>   | <b>6 off</b>    |
|           | Inspect and clean the ash sump including all sluiceways:   |                 |
|           | Shut the ash plant (the following equipment must be off or isolated: ash pumps, ash crushers and sluice pumps)   |                 |
|           | Obtain a permit to work (PTW)  |                 |
|           | Install a toya pump to drain the ash sump.   |                 |
|           | HP clean all build up inside the ash sump.<br>(Eskom Civil engineer to inspect the structure of the sump. The <i>Contractor</i> to inform the Eskom rep on completion of the cleaning).  |                 |
|           | HP clean all ash build up around the ash pipes inside the sump.  |                 |
|           | Replace the suction ash pump pies inside the ash sump.   |                 |
|           | Inspect and repair the agitating nozzles inside the ash sump.  |                 |
|           | Remove all debris inside the ash sump.   |                 |
|           | HP clean all sluiceways and remove debris.<br>(Eskom Civil engineer to inspect the structure of the sluiceway. The <i>Contractor</i> to inform the Eskom rep on completion of the cleaning).   |                 |
|           | Inspect and conduct thickness testing for the whole suction pipe length (clock method to be used during thickness testing and to take reading after every 200mm length)  |                 |
| <b>2.</b> | <b>Ash lines</b>   | <b>6 off</b>    |
|           | HP clean ash line, conduct thickness testing and replace or repair based on the results:   |                 |
|           | Dismantle, descale using HP machine and repair the ash line from the ash pump discharge to the ash dam distribution point.   |                 |
|           | Thickness testing to be done after the entire line has been descaled. Thickness testing results to be used for decision to either rotate or replace the line. The condition are as follows: <4mm thickness replace, >4mm but <6mm thickness rotate by 900. Thickness testing to be conducted on four points on a 12m pipe length, evenly distributed apart. Clock method to be |                 |
|           | Remove grouting around the ash line running through the bilge sump concrete wall and reinstate when the pipe is completely replaced.   |                 |
|           | Replace all ash lines running under the road towards the dust handling plant, through the sluiceway and all the way behind the Dust Silo (after the first bend)  |                 |
|           | Replace all ash line bends from the discharge of the ash pump until the last bend at the distribution box. Replacement must be based on thickness test results and new bends must be flanged on both sides.  |                 |
|           | Replace all missing and damaged clamps.  |                 |
|           | Replace all damage Johnson coupling with new long barrel Johnson   |                 |



|           |   |                  |
|-----------|---|------------------|
|           | When installing the long barrel Johnson coupling ensure that the gap is kept at 20-40mm   |                  |
|           | Weld a minimum of two gags over the Johnson couplings.  |                  |
|           | Paint with edge primer and silver paint   |                  |
|           | Commission and test for leaks   |                  |
|           | <b>Spares to supply for ash line</b>  |                  |
|           | Supply 400 mm U plate - clamps for ash line   | 200 off          |
| <b>3.</b> | <b>Sluice line from sluice pump discharge to ash hopper</b>   | 6 off            |
|           | Replace sluice line from sluice pump discharge to ash hopper:   |                  |
|           | HP clean to expose the pipe line inside the trench.   |                  |
|           | Visually inspect & conduct thickness testing.   |                  |
|           | Replace based on the thickness testing results. If the measured thickness is less than 6mm replace the pipe line. If the condition is bad that thickness testing cannot be conducted, replace the pipe. |                  |
|           | Clean the area (housekeeping)   |                  |
|           | Box up and sign the QCP and clear the permit.   |                  |
| <b>4.</b> | <b>Sluice line from AWR cross over valves to the suction manifold of the sluice pump</b>  | 6 off            |
|           | Test and replace the pipe line:   |                  |
|           | Descale the AWR pipe line internally and flush out the debris.  |                  |
|           | Conduct thickness testing of the line.  |                  |
|           | Replace based on thickness testing of the line. Take measurement after every 3m length. If the thickness is 6mm replace the pipe line.  |                  |
|           | <b>Sluice pump manifolds</b>  | 6 off            |
| <b>5.</b> | Suction manifold:   |                  |
|           | Strip out 120 m length of piping for cleaning.  |                  |
|           | HP Clean with 700 bar pump, internal and external of pipes  |                  |
|           | Paint external of pipe with edge primer   |                  |
|           | Reassemble manifold commission and test for leaks   |                  |
|           | Discharge manifold:   |                  |
|           | Strip out pipes for cleaning. 115 meter length piping.  |                  |
|           | Manifold to HP Clean with 700 bar pump, internal and external of pipes  |                  |
|           | Manifold to paint with edge primer  |                  |
|           | Reassemble manifold and commission. Test for leaks  |                  |
| <b>6.</b> | <b>Ash line spillage and recovery</b>   |                  |
|           | Clean spilled ash around ash line area.   | 1 m <sup>3</sup> |
|           | Transport spilled ash to dumping side   | 1 m <sup>3</sup> |
|           | Supply new soil for recovery of ground  | 1 m <sup>3</sup> |
|           | Repair damage areas and cover with new soil   | 1 m <sup>3</sup> |
|           | <b>Paint specification.</b>   |                  |
|           | Edge primer - Eskom will supply   |                  |
|           | Silver paint - Eskom will supply  |                  |

## Interpretation and terminology

The following abbreviations are used in this Service Information:

| <b>Abbreviation</b> | <b>Meaning given to the abbreviation</b>      |
|---------------------|---|
| OBL                 | Outside battery limits                        |
| QCP                 | Quality control plan                          |
| AWR                 | Ash water return                              |
| HP                  | High pressure                                 |
| HV                  | High voltage                                  |
| WTP                 | Water treatment plant                         |
| PH                  | Power of hydrogen                             |
| SE                  | System Engineer                               |
| SHEQ                | Eskom Safety, Health, Environment and Quality |
| QA                  | Quality Assurance                             |
| QM                  | Quality Manual                                |
| QC                  | Quality Control                               |
| Dept                | Department                                    |

## 2. Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

For Outages the *Contractor* will be required to provide a plan in-line with the outage program. Refer to Annexure B for the current outage plan. It must be noted that due to operational requirements outages do get rescheduled and *Contractor* will be notified of these changes.

### 2.2 Management meetings

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

| Title and purpose                         | Approximate time & interval                          | Location            | Attendance by:                               |
|---|--|---------------------|--|
| Daily outage progress & planning meetings | Daily for 15min @ 07:00                              | Duvha Power Station | <i>Employer &amp; Contractor Supervisor</i>  |
| Daily outage progress & planning meetings | Daily for 30 min @ 10:00 (Saturday & Sunday @ 09:00) | Duvha Power Station | <i>Employer, Contractor and other dept's</i> |
| Daily outage permit to work meetings      | Daily for 30 min to 1 hr @ 13:00                     | Duvha Power Station | <i>Employer, Contractor and other dept's</i> |
| Overall contract progress and feedback    | Monthly for 1 hr                                     | Duvha Power Station | <i>Employer &amp; Contractor</i>             |

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

### 2.3 *Contractor's* management, supervision and key people

The following key people must meet the minimum requirements tabled under each designation

#### **Supervisor(s):**

- Supervisory training
- Safety/Legislation training, e.g OSH Act, Legal liability, HIRA, Construction Regulations, Labour relations
- Minimum three years' experience in construction or maintenance environment

- Ability to obtain Authorisation as a 'Responsible Person" in terms of the Eskom Plant Safety Regulations at Duvha Power Station
- Control personnel and activities
- Prioritise and allocate work
- Monitor progress and report progress
- Perform quality control
- Ensure that work is carried out safely
- Provide advice in respect to plant problems and possible solutions.
- Assist with recommissioning of plant and perform tests and inspections as required.
- Preparing and completion of quality control plans

#### **HP, Vacuum truck and other equipment Operator(s):**

- Trained and authorised to operate HP/other equipment they are operating and a minimum of 1 year previous relevant experience.
- Safety training

#### **Tradesman (Fitters and Welder):**

- apprentice trained with a trade test and a minimum of 1 year trade related experience
- Safety Training

### **2.4 Documentation control**

- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- The following will appear on all controlled documentation as a title page, page header or page footer:
  - Title
  - Document Unique identifier
  - Revision number, original documents will be noted as revision 0. All subsequent revisions will be number sequentially (1, 2, 3, 4....)
  - Revision Date
  - Date when document was last changed. This date will change with each revision.
  - Effective Date
  - Date when document first came into use. This date will not change as the document is revised.
- All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.
- Inspections reports to be compiled and submitted within two weeks.
- Data package after all the work has been finished to be submitted within one week after the repairs

### **2.5 Invoicing and payment**

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

The Contractor shall address the tax invoice to Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to [invoiceseskomlocal@mp2rc110.eskom.co.za](mailto:invoiceseskomlocal@mp2rc110.eskom.co.za) 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)

## 2.6 Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost. Records and accounts must reflect all work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of three years following Completion of this contract. This information must be kept up to date at all times.

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following:

- the number and grading of employees within the Working Areas
- the number and grading of employees outside the Working Areas
- copies of their daily time cards
- cost allocation
- payroll registers
- Schedule of Equipment and time sheets, and
- Any other information the delegated *Service Manager* reasonably requires.

## 2.7 Training workshops and technology transfer

Duvha Power Station will from time to time schedule Plant Safety Regulations training; it is responsibility of the Contractor to book his personnel for the training.

## 2.8 Things provided at the end of the service period for the Employer's use

### Equipment

None

### Information and other things

All records, data books, inspection reports, QCPs etc relating to the *Works*.

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

### **2.9.1 Task Orders**

- The *Service Manager(s)* issues a *Task Order* to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the *Service*. The *Task Order* is issued before the *Contractor* Provides the *Service*.
- The *Service Manager(s)* issues *Task Orders* to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.
- The *Service Manager(s)* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost effective and efficient manner.

### **2.9.2 Emergency work /call-outs**

- The *Service Manager(s)* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is later confirmed in writing.
- The *Contractor*, without the prior issue of a *Task Order*, but upon the verbal instruction of the *Service Manager*, provides the *Service* in an emergency. This may entail the *Contractor* securing a sub-*Contractor* to carry out the work.

## **3. Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

- The *Contractor* shall comply with the health and safety requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Service Manager*).
- The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- The *Contractor's* personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the Project Manager before any activities can be started on site.
- The induction course is presented by the Safety Risk Department at Duvha Power Station. The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143.

### **3.2 Environmental constraints and management**

- The *Contractor* shall comply with the environmental requirements contained in SAS0012: Duvha Power Station Contractors safety manual (latest revision obtainable from the *Service Manager*).
- Refuse Disposal:
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.

- The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins:
  - Maroon bins:- Scrap metal only
  - White bins:- Lagging and general household rubbish
  - Yellow bins:- Ash, dust, coal dust and sand
- For the full duration of the Works, the Contractor is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

### 3.3 Quality assurance requirements

- All work is carried out under the supervision of an experienced Supervisor.
- All quality control documentation is submitted to the Project Manager within 7 days before the outage can commence to be approved by System engineer.
- The *Contractor* complies with the Employer's Quality Requirements as specified in Eskom Generation Standard QM58. Annexure B to this Standard indicates the specific application thereof.
- The Contractor, when using materials that are required to comply with a standard specification. The Contractor shall, if so ordered, furnish the Engineer with certificates showing that the materials do comply.
- Where specified, materials shall bear the official mark of the appropriate standard.
- Samples ordered or specified shall be delivered to the Engineer's office on the Site.
- Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer.

## 4. Plant and Materials

### 4.1 Specifications

The contractor shall adhere to the following standards listed below:

- Occupational Health and Safety Act: Act 85 of 1993 and its Regulations.
- Generation Plant Safety Regulations 36-681
- Supplier Contract Quality Requirements Specification (QM58)
- Maintenance Quality Control Manual (MGM0001)
- Duvha Power Station Contractors Safety Manual (SAS 0012)
- Work in Confined Spaces (SAP0006)
- Criteria for environmental monitoring of work (SAI 0082)
- ENVP0005 - Duvha Power Station Waste Management procedure
- RMP0001 - Risk and Impact Assessment – Duvha Power Station.
- 36-1126 - Specification for Corrosion Protection of Plant and Equipment with Coatings
- 240-43156827 - Introduction to the welding rule book
- 36-505 - Personnel and entities performing welding related special processes on Eskom plant
  
- 36-775 - Control of plant construction repair and maintenance welding activities
- 36-1162 - Weld defect classification and reporting procedures

### 4.2 Plant & Materials provided “free issue” by the Employer

- a) The *Employer* will provide power supply, water and land for the storage of equipment and material.
- b) The *Employer* will supply all the necessary material required to execute the *Service*. Once these are handed over to the *Contractor*, the *Contractor* is responsible for collection of these, transportation from Eskom stores and ensuring safeguarding of these.

- c) Should the *Contractor* need to use of any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

#### 4.3 Contractor's Equipment

- The Contractor must supply all tools and equipment that are needed for the entire contract period.
- The Contractor provides his/her own lifting equipment and welding machines  
The Contractor provides his/her own personal gas monitors for carrying out work in confined spaces

### 5. Working on the Affected Property

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

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
- b) The Contractor applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Duvha Power Station Security Area.
- c) The Contractor completes the specific form in the Duvha Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the Contractor's name, contains the following information:
- Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - Eskom Project Manager signature
  - Validity Date
- e) No permits are issued to personnel who have not attended safety induction.
- f) The Contractor photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the Contractor's Permits.
- h) The Contractor allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Duvha Power Station.
- j) All Contractors' permits are submitted back to Protective Services when the workers leave the site after completion of the works. Failure to return the permits will result in a R25,00 penalty for each non returned permit.
- k) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- l) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- m) The Contractor's visitors and all personnel conform to the security arrangements that are in force at Duvha Power Station.
- n) Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager, and submitted to the Employer's Protective Services office one day prior to the visit.
- o) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- p) The Chief Security Officer may, with valid cause, remove any of the Contractor's personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.



- q) No unauthorised vehicles will be allowed on site. Only Contractor's vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the Project Manager for consideration and approval.
- r) The Contractor is restricted to the Site. The Contractor is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- s) Parking inside the power station is strictly forbidden, except for loading purposes.
- t) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- u) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- v) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- w) Application forms for such permission is available from the Protective Services offices.
- x) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act

## **5.2 People restrictions, hours of work, conduct and records**

The Contractor personnel to work the same working hours as Eskom personnel which are: Mondays to Thursday's 7:00 – 16:15, and Fridays 07:00 – 16:00 and the lunch break is 12:00 – 12:30 for maintenance department and 8 hrs shifts for Outages during weekdays and weekends unless if there is a breakdown.

## **5.3 Equipment provided by the Employer**

- The Employer allows the Contractor to use Overhead Cranes and Hoists, provided the Contractor's employee is an authorised Lifting Machine operator.
- The Employer provides scaffolding, the request shall be made through the Service manager or his/ her representative.
- Should the Contractor require using any of the Employer's Equipment, including compressed air, electricity, water supply and crane, it must be specified by the Contractor during the kick off meeting. The Employer does not guarantee continuity of supply of any of these items.
- The Employer shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the Contractor shall be obliged to provide the necessary Equipment at his own cost.
- The Contractor is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and / or lost whilst in the Contractor's custody and control.
- The Contractor site manager must ensure that any one of his employees or Sub-Contractor, operating hoist equipment belonging to the Employer, is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses can be made via Duvha Power Station Maintenance Training but the Contractor will absorb costs.
- A copy of this accredited and valid training certificate must be given to the Employer's Supervisor, who will then arrange access for usage.

## **5.4 Site services and facilities**

- a) Potable Water Supply
  - Potable water is available at the existing points.
- b) Electrical Power Supply
  - Power is available at the existing points.
  - The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.

- Contractors' Electrical Distribution Boards complies with OHS Act as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
  - Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
  - The Contractors' electrical distribution boards are installed at the works on a time negotiated with the project manager, prior to the possession date.
  - The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance.
  - All Contractors' Electrical Distribution Boards are earthed to the steel structure of the plant.
- c) Toilet Facilities
- The Employer provides the Contractor access to existing toilet facilities. The Contractor is to provide this facility for its employees working area.
- d) Catering Facilities
- The Contractor are not allowed to use the Employer's dining facilities.
  - The Contractor may buy take away meals from the fast foods outlet on Site.
- e) Medical Facilities
- The Contractor provides a First Aid service to his employees and subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
  - Outside the Employer's office hours, the Employer's First Aid Services are only available for serious injuries and life threatening situations.
  - The Employer recovers the costs incurred, in the use of the above Employer's facilities, from the Contractor

#### **5.5 Restrictions on Site, roads, walkways and barricades**

- a) Pedestrian crossings are marked on the power station roads and should be used.
- b) Walkways are clearly marked on the Power Station and should be used when walking to keep safe on any object that might fall.
- c) Barricades are provided where there are open trenches and around the sumps and manholes.
- d) The contractor shall occupy only such ground as is necessary to carry out the works.
- e) All fences and other structure that have been damaged or interfered with by the contractor shall be restored to be in a condition at least equivalent to their original condition.

#### **5.6 Eskom Life-saving Rules**

Life-saving rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

- Rule 1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- Rule 2: Hook up at heights - no person may work at a height where there is a risk of falling.
- Rule 3: Buckle up - no person may drive any vehicle on Eskom business and/or on Eskom premises 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.
- Rule 5: Use a permit to work - where an authorization limitation exists, no person shall work without the required permit to work.
- Rule 6: Wear correct PPE.
- Rule 7: Report all injuries before end of shift.

#### **5.7 Provided by the Contractor**

The contractor should provide facilities they deem necessary in executing the work. This must be discussed with the Service Manager prior to commencement of work.

**6. List of drawings**

**6.1 Drawings issued by the Employer**

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

| Drawing number | Revision | Title                           |
|----------------|----------|---------------------------------|
| 0.57/9887      |          | GENERAL ARRANGEMENT OF ASH SUMP |
|                |          |                                 |

**Appendix A:**

**Tools/Equipment for site use:**

| Equipment  | Quantity              |
|--|-----------------------|
| Cutting torch set                                | 1                     |
| Welding machine                                  | 1                     |
| Mobile drilling machine with concrete drill bits | 1                     |
| Basic tool box                                   | 1                     |
| Extra HP gun hoses                               | 120m                  |
| Extra Vacuum truck hoses                         | 100m                  |
| Solid barricades                                 | Adequate for site use |
| Men at work signs/working above                  | Adequate for site use |
| Safety Harnesses                                 | Per person            |
| Floor scrapers                                   | 10                    |
| Brooms for cleaning and washing                  | 10                    |
| Banister hand brushes                            | 10                    |
| Hose pipes to wash and clean floors              | 4                     |
| Fire hoses with nozzles                          | 4                     |
| Wheelbarrows to transport ash and scrap material | 4                     |
| Electrical leads and lead light                  | 4                     |
| Cleaning buckets heavy duty                      | 10                    |
| Rope to lift cleaning buckets from trenches      | 1                     |
| 3m length step leather for trench cleaning.      | 1                     |
| Floor scrapers                                   | 10                    |
| Brooms for cleaning and washing                  | 10                    |
| Banister hand brushes                            | 10                    |
| Hose pipes to wash and clean floors              | 4                     |
| Fire hoses with nozzles                          | 4                     |
| Wheelbarrows to transport ash and scrap material | 4                     |
| Sand bags  | Adequate for site use |
| Heavy duty refuse bags                           | Adequate for site use |
|  |                       |
|  |                       |

|  |  |
|--|--|
|  |  |
|--|--|

**Appendix B:**

**Current outage plan:**

| Unit     | Planned Start Time  | Planned End Time    | Planned Duration |
|----------|---------------------|---------------------|------------------|
| Duvha 02 | 2020/03/11 22:00:00 | 2020/04/11 21:59:00 | 31               |
| Duvha 05 | 2020/06/12 00:00:00 | 2020/07/09 23:59:00 | 28               |
| Duvha 05 | 2020/10/28 00:00:00 | 2021/02/24 23:59:00 | 120              |
| Duvha 06 | 2020/11/09 00:00:00 | 2020/12/03 23:59:00 | 25               |
| Duvha 04 | 2020/12/11 00:00:00 | 2021/01/17 23:59:00 | 38               |
| Duvha 05 | 2021/03/01 00:00:00 | 2021/07/29 23:59:00 | 151              |
| Duvha 02 | 2021/06/15 00:00:00 | 2021/08/08 23:59:00 | 55               |
| Duvha 05 | 2022/01/10 00:00:00 | 2022/01/30 23:59:00 | 21               |
| Duvha 06 | 2022/05/02 00:00:00 | 2022/06/05 23:59:00 | 35               |
| Duvha 04 | 2022/08/08 00:00:00 | 2022/08/28 23:59:00 | 21               |
| Duvha 01 | 2022/09/26 00:00:00 | 2022/11/19 23:59:00 | 55               |
| Duvha 02 | 2022/10/03 00:00:00 | 2022/10/27 23:59:00 | 25               |
| Duvha 03 | 2023/04/03 00:00:00 | 2023/07/31 23:59:00 | 120              |
| Duvha 05 | 2023/04/24 00:00:00 | 2023/06/27 23:59:00 | 65               |
| Duvha 04 | 2023/08/07 00:00:00 | 2023/10/10 23:59:00 | 65               |
| Duvha 06 | 2023/09/11 00:00:00 | 2023/10/01 23:59:00 | 21               |
| Duvha 02 | 2024/01/08 00:00:00 | 2024/02/11 23:59:00 | 35               |
| Duvha 01 | 2024/04/22 00:00:00 | 2024/05/12 23:59:00 | 21               |
| Duvha 01 | 2024/06/03 00:00:00 | 2024/09/07 23:59:00 | 97               |
| Duvha 05 | 2024/11/11 00:00:00 | 2024/12/01 23:59:00 | 21               |
| Duvha 04 | 2025/01/27 00:00:00 | 2025/02/16 23:59:00 | 21               |
| Duvha 06 | 2025/03/10 00:00:00 | 2025/05/03 23:59:00 | 55               |
| Duvha 05 | 2025/06/02 00:00:00 | 2025/07/26 23:59:00 | 55               |
| Duvha 03 | 2025/06/16 00:00:00 | 2025/07/06 23:59:00 | 21               |
| Duvha 02 | 2025/07/14 00:00:00 | 2025/08/03 23:59:00 | 21               |
| Duvha 06 | 2025/08/18 00:00:00 | 2025/09/07 23:59:00 | 21               |
| Duvha 04 | 2025/09/15 00:00:00 | 2025/11/08 23:59:00 | 55               |
| Duvha 01 | 2026/01/12 00:00:00 | 2026/02/01 23:59:00 | 21               |
| Duvha 03 | 2026/05/04 00:00:00 | 2026/05/24 23:59:00 | 21               |
| Duvha 02 | 2026/06/08 00:00:00 | 2026/08/11 23:59:00 | 65               |
| Duvha 04 | 2026/09/01 00:00:00 | 2026/09/14 23:59:00 | 14               |
| Duvha 06 | 2026/10/12 00:00:00 | 2026/12/15 23:59:00 | 65               |
| Duvha 05 | 2027/01/11 00:00:00 | 2027/01/31 23:59:00 | 21               |
| Duvha 03 | 2027/01/11 00:00:00 | 2027/02/14 23:59:00 | 35               |
| Duvha 01 | 2027/04/12 00:00:00 | 2027/06/05 23:59:00 | 55               |
| Duvha 03 | 2027/08/30 00:00:00 | 2027/10/23 23:59:00 | 55               |
| Duvha 02 | 2028/01/17 00:00:00 | 2028/02/06 23:59:00 | 21               |
| Duvha 05 | 2028/04/03 00:00:00 | 2028/06/06 23:59:00 | 65               |
| Duvha 06 | 2028/06/19 00:00:00 | 2028/07/09 23:59:00 | 21               |
| Duvha 04 | 2028/07/31 00:00:00 | 2028/09/03 23:59:00 | 35               |