



NEC3 Term Service Contract (TSC3)

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

and []

(Reg No. _____)

for [The Provision of Ash Handling Plant Daily
Maintenance Contract at Tutuka Power Station]

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

Contents:

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

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:

The Provision of Ash Handling Plant Daily Maintenance Contract at Tutuka Power Station

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

 (Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

The Provision of Ash Handling Plant Daily Maintenance 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**

**Tutuka Power Station
Private Bag X, 2016
STANDERTON, 2430**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

The Provision of Ash Handling Plant Daily Maintenance Contract

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

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*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Tutuka Power Station Private Bag X, 2016 STANDERTON, 2430
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Eskom Tutuka Power Station

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

The Provision of Ash Handling Plant Daily Maintenance Contract

11.2(13)	The <i>service</i> is	Ash Handling Plant Daily Maintenance Contract at Tutuka Power Station
11.2(14)	The following matters will be included in the Risk Register	All risks will be identified prior and addressed and registered during the risk register meeting that will take place as agreed between the parties.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 hour – Emergency 5 Working days – Normal All verbal, telephonic, SMS, MS Teams etc. communication must be converted in writing within 48hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	On Contract award, As per Task Order, agreed between <i>Service Manager</i> and <i>Contractor</i>
3	Time	
30.1	The <i>starting date</i> is.	10 February 2022
30.1	The <i>service period</i> is	6 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	The 15th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

The Provision of Ash Handling Plant Daily Maintenance Contract

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	As per NEC3 TSC Core Clause 8 Risks and Insurance Risks - 80.1 and insurance 83.1 and 83.2
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for “Format TSC3” available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	Whatever the Employer deems fit
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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	
83.1	The minimum amount of cover for	

The Provision of Ash Handling Plant Daily Maintenance Contract

insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is:

Whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.

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:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
------	--	--

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
----------	--------------------	--

10 Data for main Option clause

A	Priced contract with price list
----------	--

20.5	The <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	2 weeks.
------	---	-----------------

C	Target contract with price list
----------	--

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	[•] weeks.
------	--	-------------------

50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date)
------	--	--------------------------

53.1	The <i>Contractor's</i> share percentages and the share ranges are	share range	<i>Contractor's</i> share %-age
		less than [•] %	[•]%
		from [•]% to [•]%	[•]%
		from [•]% to [•]%	[•]%
		greater than [•]%	[•]%

53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]
------	--	------------

E	Cost reimbursable contract
----------	-----------------------------------

20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	weeks /months
------	--	----------------------

	The <i>exchange rates</i> are those published in	[•] on [•] (date)
--	--	--------------------------

11 Data for Option W1

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a
------	------------------------	---

The Provision of Ash Handling Plant Daily Maintenance Contract

		dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	[•]
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded)

The Provision of Ash Handling Plant Daily Maintenance Contract

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 style="text-align: center;">plus the applicable deductibles</p> <p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 Month after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	
		Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

The Provision of Ash Handling Plant Daily Maintenance Contract

- 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;

The Provision of Ash Handling Plant Daily Maintenance Contract

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

The Provision of Ash Handling Plant Daily Maintenance Contract

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party’s employees, agents, or Subcontractors or Subcontractor’s employees, or any one or more of all of these parties’ relatives or friends,
- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** Means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor’s* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor’s* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor’s* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

- Insurance cover** 83
 - 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
 - 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of
-------------------	---

The Provision of Ash Handling Plant Daily Maintenance Contract

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document

The Provision of Ash Handling Plant Daily Maintenance Contract

Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and

The Provision of Ash Handling Plant Daily Maintenance Contract

asbestos containing material, equipment and articles.

OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	 % %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

The Provision of Ash Handling Plant Daily Maintenance Contract

C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;

The Provision of Ash Handling Plant Daily Maintenance Contract

- 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

PRICE LIST : ASH PLANT MAINTENANCE CONTRACT						
	Qty	Monthly Hours	Rates/Hour	Total Per Month	No of Months	Total
Resources						
MONTHLY FIXED COST						
					3	
Site Manager	1	173			3	
Supervisor	2	173			3	
Safety Officer	1	173			3	
Artisans (Fitters)	12	173			3	
Riggers	1	173			3	
Boiler Maker	1	173			3	
Welder	1	173			3	
Semi-Skilled	12	173			3	
Artisans Assistants	12	173			3	
Rigger Assistant	1	173			3	
	TOTAL					
Overtime (Normal & Sunday Overtime)					3	
Site Manager	1				3	
Supervisor	2				3	
Safety Officer	1				3	
Artisans (Fitters)	12				3	
Riggers	1				3	
Boiler Maker	1				3	
Welder	1				3	
Semi-Skilled	12				3	
Artisans Assistants	12				3	
Rigger Assistant	1				3	
	TOTAL					0.00
Once Off Cost						
Site - Establishment	1				1	
Site – de-establishment	1					
PPE	44	1			1	
Safety File, and Medicals	1				1	
	Total					0.00
Monthly cost						
Travelling for Call Out (60km)	8	31			3	
Travelling (HMW) per day	44	31			3	
Standby allowance per Month	43				3	

		TOTAL				0.00
GRAND TOTAL						0.00

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	20
	Total number of pages	21

C3.1: EMPLOYER'S SERVICE INFORMATION

Description of the *service*

1.1 Executive overview

To maintain and repair / replace Mechanical components & equipment as required in the following plants/Systems:

- Short and Long Coarse ash Conveyors
- Ash Conditioning Conveyor Systems including drives
- Transverse Conveyors and drives
- Cross Conveying System
- In loading Conveying System
- Overland Conveyors and drives
- Standby and Main systems (Extendables/Shiftables)
- North and South Shuttles
- Ash Stackers and Ash Spreader Systems

1.2 The Contractor Employees

- The *Contractor* will employ sufficient staff.
- The *Contractor* supplies proof that all resources performing a task has been trained and is aware of all conditions /requirements pertaining to the use of the equipment that he is using as well as the hazards associated with this. Proof of such training must be kept and made available to the *Employer* on request.
- The *Contractor* staff will wear uniquely identified clothing at all times which will identify the *Contractor*.
- Under no circumstances will the *Contractors* staff wear the *Employers* overalls or hats.
- The *Contractor* will ensure that their employees are under constant supervision at all times.
- The *Contractor* will be responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- The *Contractor* will be available for emergency work – there must always be a team of at least 8 employees available to attend to emergencies and should have both 1st and 2nd call.

1.3 Site inspection and discussion

- The *Contractor* acknowledges that he/she has satisfied himself, before submitting his tender, as to the layout of the premises, the quantities and nature of work and labour, materials and equipment necessary for the completion of the plant cleaning services, additional services, the means of access to the premises and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his contract.

1.4 SUPERVISION

The *Contractor* is expected to provide the total infrastructure to competently fulfil the requirements of this contract. This shall include adequate management and supervision at all levels.

The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom's contract manager must approve any change to such staff structure and after such approval; the *Contractor* shall submit an updated staff structure to the contract manager.

1.5 Employer's requirements for the service:

1.5.1 Breakdown Maintenance

- Breakdowns during normal working hours will be handled as soon as faults are reported.
- A contact number will be supplied by *Contractor*, and contact person's name, if required.
- Any fault will be reported to the *Employer's* Supervisor and documented using the WWM process.
- A formal report on the breakdown will be provided to the *Employer's* Supervisor, with the following information:
 - Time breakdown occurred,
 - Plant conditions at time of breakdown,
 - Components that failed,
 - Probable cause and
 - Actions taken
- Breakdown plant will be brought back to service (in healthy state) ASAP

1.5.2 SPARES

- A spare list is drawn up and submitted to the *Employer*. This is a complete list of all vital spares necessary for the plant.
- The spares will be purchased by the *Employer*,
- All spares will be provided by the *Employer* and the normal procurement procedure will be used
- All Consumables will be provided by the *Employer*

1.5.3 AVAILABILITY OF PLANT

- The *Service Manager* or the *Employer's* Supervisor will inform *Contractor* of outage dates
- The preliminary outage program will be forwarded to *Contractor*
- The *Service Manager* or the *Employer's* Supervisor will forward any changes to the outage program

1.5.3 REPORT WRITING

The *Contractor* must provide the *Employer's* Supervisor and the *Service Manager* with the following information:

- It must state the work done on the relevant equipment serviced or repaired from a breakdown.
- Include a summary of condition of plant.
- Any recommendations (if applicable)
- The list must also indicate YTD service which was done

1.5.4 SCOPE OF WORK

<p>Full Description of the Scope / Specifications</p>	<p>The scope of work is for the Ash Plant inspection and record all defects on a daily basis, perform Preventative Maintenance, Chute cleaning, Plant repairs, Lubrications, Conveyor belt replacements, Belt extensions at the ash Disposal, Belt insert, belt repair, Pulley cleaning and relagging, idler inspection and replacements, skirting thickness measurement and replacements, handling of sleepers and rails for the spreader machine, and the shifting of the stacker machine.</p> <p>General plant cleaning of the complete plant and the cleaning of the settling sump at TT02 is part of the scope of work.</p> <p>The contractor shall maintain the defect record list for the period of the contract and track the similar failure defects. The contract shall provide Eskom Contract Supervisor with the weekly report Of all reported defects and inspection conducted. The contractor will be provided with the template of the report upon the commencement of the contract.</p> <p>COARSE ASH CONVEYORS</p> <p>The contractor is to clean all the coarse conveyor chutes on all the units once per shift and to do coarse ash plant inspections once a week. Any repairs, scarper cleaning and adjustments, idlers replacements, skirtings' replacements, Plummer blocks greasing, pulley laggings replacements, belt replacement etc. should be planned with the relevant Production Manager, so that the unit-operating supervisor can arrange for emergency damping at the grizzly conveyors.</p> <p>The contractor is to clean all the conditioner discharge chutes and the conditioner conveyor chutes on all the ash conditioner conveyors once per shift and to do conditioner conveyors inspections once a week. Any repairs, scarper cleaning and adjustments, idler replacements, skirtings' replacements, Plummer block greasing, pulley lagging replacements, belt replacement, moving head repair work should be planned with the relevant Production Manager.</p> <p>ASH CONDITIONERS</p> <p>There are three conditioners conveyor running per week, while the remaining three-conditioner conveyors are standing for cleaning and maintenance purposes. These belts changeovers take place every Thursdays.</p> <p>TRANSVERSE CONVEYING SYSTEM</p> <p>One transverse conveyor and one cross conveyor stream are normally in operation for a week and then changed over every Thursdays. One stream will be running while the other stream are on standby for maintenance and cleaning. The proposal is to clean the upstream chutes and these transverse conveyors chutes first and let these conveyors run empty at TT02. Then maintenance can be done on the relevant conveyor stream. The moving heads cleaning and maintenance on these transverse and cross conveyors can also be performed during this period.</p>
---	--

CROSS CONVEYING SYSTEM

The contractor is to clean the transverse and cross conveyor chutes at the transfer houses TT01 and at TT02 once per shift. The contractor is responsible to note if the ash on loading to the cross conveyors and overland conveyors is in the middle of the carry belt.

The contractor is to perform inspection and repairs on the transverse and cross conveyors moving head systems. This involves pinion and plunger block repairs, rail repairs, rails cleaning, wheels greasing and travel wheel repairs. The contractor is to advise Eskom which spare parts he/she requires for repairs.

OVERLAND CONVEYING SYSTEM

The function of the settling sump at TT02 is to collect the rainwater and washing water at the transfer house area. The contractor is to clean this complete area and between the overland conveyor tail end areas.

The contractor is to operate the water and ash level inside the settling sump. If the one side of the settling sump is dry, then the contractor is to remove this ash settlement inside the sump. The contractor must also operate the sump pump, so that the water level inside this sump is at minimum level in case of rain and floor washing. The sump cleaning operation should be once per month and the sump pump operation is every day. The floor washing should be two times per week.

Due to the overland conveyor roof construction, the contractor needs to walk between the conveyors belts for overland conveyor inspection. This conveyor belt inspection should at least two times per week. The one conveyor stream runs for seven days, and then the other belt runs for seven days. The conveyor inspection should be performed, while the belt is running and the necessary repairs must be done under the plant permit system.

Each overland conveyor has two-belt turn over systems and it requires cleaning every week. The contractor is also responsible for belt scraper cleaning, adjustments and replacements. The V – plough inspections, repairs or replacements is also part of the scope of work.

The contractor is to check the gearbox oil levels once per week and to lubricate the pulley bearings once per month. The contractor needs to take fluid coupling oil samples from the four fluid couplings and to analyse this oil for any particles and water ingress, once a month. In case of any dirty oil, then the relevant fluid coupling oil needs replacement.

These fluid coupling oils in general need replacement every 6 months. The grid couplings at the gearboxes input shafts and at the gearboxes, output shafts needs greasing every 3 months.

The inspection of the winch cables, wheels and trolley car system must be once per a qualified rigger must do month and this. If the contractor notes, that there is a conveyor drive vibration problem, he/she must inform Eskom, so that Eskom can do vibration readings. The contractor is also responsible to monitor the stock levels of every item of this conveyor system.

ASH STACKER AND SPREADER SYSTEM

The ash stacker system is approximately 85% of the time in operation and the standby spreader machine is approximately 15% of the time in operation. The spreader system is only in operation during the shifting process of the stacker system, stacker maintenance and stacker system breakdowns.

The contractor is to inspect the stacker system every day, due to the high load factor of this system. Any repairs, replacements and chute cleaning must be planned so that other disciplines also can have an opportunity to perform maintenance. The ash chutes on the stacker system requires cleaning two times per week and in this period, the contractor can do the necessary repairs, scraper cleaning and adjustments. In most cases, the conveyor bearing greasing can be performed under plant in operation permit. But if there is dangerous, moving parts close by, then plant isolation permit has to be taken for save bearing greasing actions.

The number of bearings that require greasing on the total ash stacker plant is approximately 214. The relagging of pulleys and the replacements of the boom and link conveyor belts can be planned during the stacker shifts.

The inspection of the extendable and Shiftable conveyors' winch take up systems must be once per month. This must be done by qualified riggers. The power cable reel and control cable reel systems on the stacker tripper car must be inspected by the contractor once a week and to perform the required repairs.

The inspection, lubrication and repairs on the stacker tripper car and stacker machine bogie wheels pins, bushes, bogie wheels, equalizer beams, drive tumblers with its bushes and shafts, crawler idler and its bushes and shafts, crawler system, stacker slewing and luffing systems are part of the scope of work.

The luffing cylinder replacement and the power pack refurbishment is also part of this scope. The stacker crawler tension adjustment needs to be done by the contractor and the contractor must replace any worn component of these crawlers. The contractor is to replace all tripper car travel drives.

The contractor is also to replace the stacker top slew pins and beams between the stacker and link conveyor. The stacker tripper car front-end bogie supports steel work and link conveyor tail-end support pin needs replacement.

The contractor must also inspect all the gearboxes oil levels and top up when required. The number of gearboxes on the plant at the stacker system is 21. The testing of structure welding, pin joints and bogie wheel system must be performed once per year. The inspection and maintenance of all the storm brakes on the boom conveyor slewing system and tripper car is part of the scope of work.

ASH STACKER/SPREADER SHIFT

The ash stacker system requires shifting every six months and the contractor must perform the total scope of work. This involves main extendable tripper car rail extension, shifting of the shiftable conveyor to the new position, pulling of the main extendable tripper car to the new position, driving of the ash stacker to the new position and the removal

of all anchor plates and the installation of all anchor plates.

The contractor is to build new conveyor modules and perform belt extension every two shifts. The installation of all idlers is part of the scope of work. The conveyor module extension is 80 meters. The contractor must also perform the two splices. The contractor is also responsible to handle the 3, 3 kV cables during the shift. The contractor must also repair any rail failures during the stacker shifting process. The contractor's land surveyor must set out the centre pins for the extendible conveyor and Shiftable conveyor before the Shiftable conveyor tail end station and Shiftable conveyor plat forms can be constructed before the stacker shift starts.

During conveyors extending and shifting the contractor must ensure that the survey for align straight the belt through its length from the tail end to the discharge chute is conducted and review by Eskom whenever the extension or shifting take place. The contractor shall ensure that the belt is straight and all possible misalignment of the conveyor structure is within recommended coordinates.

The contractor on the weekly report to be issued to Eskom Engineering may suggest engineering solution or change of maintenance frequency.

The contractor must also perform spreader system plant inspection two times per week; perform the required repairs, cleaning and replacements. The contractor must make sure that this is on standby and reliable in case of stacker system failure.

The chutes and belt scrapers require cleaning once per week. Since this system is standing most of the time, there is more than enough time to perform the required maintenance work. The contractor must also insure that the spreader system must not operate more than 15% of the time. The contractor must keep record of the running hours of the stacker and spreader systems. This will insure that the two ash dumps are in balance.

The spreader boom conveyor support cables, major structure, pivot points and bogie wheels support steel work must be tested at the welding joints. This testing frequency is once per year. The contractor must also perform rail extension in front of the machine, so that this machine can stack the ash at the crest of the ash dump. The standby extendible conveyor requires belt extension three times per year. Please note it is depended on the usage of this machine.

The standby extendible conveyor needs surveying and shifting of modules, so that this conveyor only have one horizontal radius of 5000 meters. It will helps with the belt training. The conveyor length is 3300 meters. The conveyor length extension is 80 meters and the belt splices is part of the scope of work.

The contractor must also assemble the conveyor modules on the plant. The handling of these modules and belting has to be performed by the contractor. The handling of the rails and sleepers are part of the scope of work.

The length of each rail is approximately 18 meters. The 11kV to 3, 3 kV transformer also require shifting to the location. This normally happens once per year. The shifting of this transformer and the two cable joints is part of the scope of work.

The contractor is responsible off all the lubrications and inspections and top ups of all the gearboxes and fluid coupling. The number of greasing points is 94. The number of gearboxes involved with the standby system including the shuttle conveyor is 15. The contractor is also check the spreader luffing hydraulic system, which involves the maintaining of the oil level, repairs of any oil leaks and the replacement of the oil filters.

The inspection and maintaining of the power and control cable reel gearboxes and magnet couplings are also part of the scope of work. The spreader eight-travel drives need replacement.

There are four critical scoop fluid couplings at the Ash Overland Conveyor belts on north and south overland conveyors. These couplings require filling up of oil after repair or after inspection, oil leak inspection, and visual inspection in terms of vibration monitoring, alignment with electric motors and gearboxes as well as temperature monitoring. The oil coolers must be inspected for any leaks, condition of the cooling fins, oil circulation, fan operations and be inspected every week.

The contractor shall ensure that there is no oil/grease leak around the gearboxes, pulleys, couplings and motors. Any oil or grease spillage found around ash plant must be investigated and documented.

NORTH AND SOUTH DAM PUMP STATION

The contractor is also responsible for the north and south dam pump stations. The pumps and pipelines inspections frequency should be at least two times per month. If any repairs are required on these pumps, it is part of the maintenance scope of work.

The brine water pipe line and potable water pipe lines from TT02 to the sprayers and potable head tank must be inspected by the Contractor and any repairs and HDPE pipe welding need to be performed by the contractor.

The south and north dams pump houses need to be inspected and these pumps needs test running once every week. Any water leaks need to be repaired. The sump pump sump needs to be inspected and the sump pumps needs to be tested once a week, to make sure that it is available to drain any water from these pump house floors. Any water leak on the discharge pipeline need to be repaired by the Contractor.

In terms of spares, the contractor is responsible for ensuring that the spares are levelled up and all the spares available are readily available and in good working conditions whenever required.

Eskom has a routable process where the contractor can be very aware that the spare is no longer repairable. If the spare is no longer repairable or the cost of repairing is 70% or more than one of the new spare the new spare must be bought based on routable process.

The contractor shall review the current recommended spares and advise where there is a need to adjust the spares required to ensure that Ash Plant Facility is reliable, available and maintainable to suit operating and maintenance philosophy.

The contractor shall have a capability of conducting reliability centre maintenance where the contractor will adhere to automated preventative maintenance stored in the system. If there is any steel work repairs and

steel sections, replacement need on the conveyors and stacker/spreader system, then the contractor need to do these steel work repairs.

The contractor is also responsible for any lifting which may be required during heavy equipment removal, handling and installation.

GENERAL REQUIREMENTS

- Overtime, on “as and when required” basis.
- 3 x Artisans Must be authorized to take out LV permits as per PSR and ORHVS during contract placement.
- Perform Mechanical maintenance work according to the *Employer’s* requirements with the use of the *Employer’s* Notification, Work Orders and or other systems.
- All personnel will be available and on site during normal working hours:
Monday to Thursday 07:00-16:15
Friday 07:00-12:00
- All PPE required to be provided by *Contractor* e.g. arc flash PPE (category – specific 8 cal/cm²),s harnesses, Face shield, Gum Boots, dust masks and for any weather / working conditions.
- Working hours is the *Employer’s* working time and overtime might be required depending on the workload and urgency thereof.
- All specialized training required will be provided by the *Employer*
- Daily time sheet must be kept up to date. The *Employer’s Contractor’s* time sheets to be used.
- All overtime to be specified on time sheets as well on support documentation
- Attendance of meetings as and when required by the *Employer* or *Contractor*
- Purchasing of spares or materials will go through the *Employer’s* procurement process
- The *Employer’s* SHEQ requirements, meeting and regulations to be adhered to
- All Documentation required must be returned with the tender document
- Spares and materials list kept up to date
- *Contractor* to collect spares at stores to be used at plant
- All testing equipment supplied and used by *Contractor* to be calibrated and kept in good working condition as per the *Employer’s* requirements and Certificates must be handed in to *Service Manager*.
- If the *Contractor* replaces personnel under his control, it must be approved by the *Service Manager*
- *Contractor* to provide plan on how his personnel will be divided to attend training and go on leave to be agreed with *Service Manager*.
- All new staff to be appointed in writing by *Service Manager*.
- All new staff to do the *Employer’s* induction training and to be inducted annually.
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*.
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*.
- All overtime worked must comply with the *Employer’s* rest period requirements.
- The *Employer’s* conditions of service to be adhered to
- Non – performance of employees, including absenteeism concerns, will be monitored – NCR / PIR to be issued accordingly
- Letter of good standing must be valid at all times
- *Contractor* shall have at least one vehicle (LDV) that must be on site at all times. Vehicle to comply with the *Employer’s* vehicle standards.
- Minimal of 3 of the *Contractor’s* personnel to have driver’s license of which 1 of must have an EB license
- Risk assessments must be completed before each task as per *Employer’s* standard.
- The *Employer’s* Lifesaving rules to be adhered to.
- *Contractor* shall comply with the *Employer’s* Quality Standards.
- *Contractor* shall comply with the *Employer’s* (WWM) work week management system.
- Good housekeeping to be maintained at all times.
- All telephone accounts is at *Contractor’s* account.
- All cabins and LV equipment shall comply with the *Employer’s* standards, including COC.

- *Contractor's* site to comply with *the Employer's* regulations and standards in terms of SHEQ and s inspected by the *Employer*.
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be used.
- Audit on *Contractor* will be done on a frequent basis.

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- The *Contractor* is expected to provide the total infrastructure to completely fulfil the requirements of this Co This shall include adequate management and supervision at all levels.
- The *Contractor* is required to submit a staff structure indicating management and supervisory levels. Eskom contract manager must approve any change to such structure.
- Program to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	TBC	TBA	TBC
Overall contract progress and feedback	Monthly	TBA	<i>Employer and Contractor</i>

Site meetings & inspection meeting between Eskom & the contractor shall be held as & when required. Inspection by senior members of the contractor shall be carried out on completion of the work.

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.

Attendance of meetings as required by *Service Manager* are

- Tutuka Power Station *Contractors* Safety Meeting (monthly)
- Departmental Safety Meetings (monthly)
- Section daily meetings
- Any meeting requested by the *Employer* or *Contractor*
- All Assessment meetings

2.2 Contractor's management, supervision and key people

See the Scope of Work Issued for resources requirement

- 1 x Site Manager
- 2 x Supervisors
- 1 x Safety Officer
- 12 x Artisans (Fitters)
- 12 x Semi-skilled
- 1 x Welder
- 1 x Boiler Maker
- 1 x Rigger
- 12 x Artisan Assistants
- 1 x Assistant Rigger

Provision of bonds and guarantees

- N/A

2.3 Documentation control

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the Language of this contract.
- Monthly reports to be discussed, compiled and handed in to the *Service Manager*
- All communications must be printed and filed in the *Service Managers* file

2.4 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 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;
- Purchase order number
- CPA calculation sheet
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per the *Employer's* Invoicing procedure / instruction.
- Invoices and a Copy of the Assessment with a Service Entry number to be send to the financial department as per the *Employer's* Invoicing procedure / instruction

2.5 Contract change management

- Changing the service information
- Access
- Provision by the *Employers*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of affected property
- Materials, facilities etc. for tests
- *Employer's* risks
- Assumption about compensation events
- *Employer's* breach of contract

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

- N/A

2.7 Insurance provided by the *Employer*

- Refer to contract data section 8

2.8 Training workshops and technology transfer

- PSR and ORHVS (access authorisation) training and Authorisation required for the artisans as per this contract. The person must be reauthorized every two years or as required by the *Employer*.
- All necessary Safety training needed or required for PSR
- All training required by the *Employer* will be on the *Employer's* account
- *Contractor* staff to be Authorised and found competent in writing to work at Heights
- *Contractor* to provide plan on how his personnel will be divided to attend training and go on leave
- *Contractor* must be trained on cranes and have crane licence
- *Contractor* to be trained and licensed to operate aerial platforms.

All the above training will be at the employer's cost for the first set of *Contractor* employees (relevant training as per *Employer* discretion). Thereafter training of any new employees or repeat training for current employees who failed to pass first attempt will be at the cost of the *Contractor*.

2.9 Design and supply of Equipment

- *Contractor* to provide all tools and equipment necessary to perform the required service.
- All test Equipment must be calibrated as per the *Employer's* requirements; copies of calibration certificates must be handed in to *Service Manager*.
- *Contractor* to provide its own power tools. Minimal power tool requirements are 2 x drilling machine (Industrial type) and 4 x electrical blowers and 1 x small angle grinder.

- *Contractor* to supply own 220 VAC extension leads
- *Contractor* to provide its own Test equipment such as meggers (Insulation testers), Multi meter, Earth Leakage Tester, Amp probe (ammeter / clamp-on meter).
- *Contractor* to provide its own Tools; must include Insulated tools, rubber mats and minimal of 4 (four) A –Frame aluminium ladders.
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

2.10 Things provided at the end of the *service period* for the *Employer's* use

2.10.1 Equipment

- N/A

2.11 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the *service*.
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times
- On completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract
- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10..*Contractor* will not be allowed on site if the *Contractor's* letter of good standing is not valid.

2.12 Management of work done by Task Order

- A Task Order is the instruction to commence work
- No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the *Employer* and *Contractor*.
- Completion certificate to be issued after each Task Order is completed and Assessment certificate to be completed
- Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- All work will be issued via SAP system and as per Task order.

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 Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

- All the *Employer's* health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract

SHEQ Policy

Eskom SHEQ Policy

The *Employer's* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.
Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS:-

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated/reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing contractor, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- SHEQ Policy 32-727
- The *Employer's* Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the *Employer's* Commercial Process 32-726

- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- The *Employer's* Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

Site Regulations and Procedures

Site Regulations

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

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

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

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

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* 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 height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- 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 limitations exists, no person shall work without the required permit to work.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-Contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should the *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-Contractors or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. *Contractor* will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*
All *Contractor* personnel must have First aid and firefighting training
Fire extinguishers to be provided by the *Contractor*

3.1.3 Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction, and are not used for work or storage at any time. Fire fighting equipment must remain accessible at all times.
The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5. Fire protection

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

- Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019

3.1.7 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer within 24 Hours* of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.8 Occupational Health and Safety Act 85 of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- perform safety audits at the *Contractor's* premises, its work place and its employees;

- refuse any employee, *Subcontractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*

3.1.10 Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations
The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:-

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9231.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to *the Service Manager*. *The Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. *The Contractor* to submit a copy of the final signed off document to *the Service Manager* within 1 week after Completion of each activity or Task.

- QCP and contract quality plan standards as per QM 58 to be adhere to
- The *Contractor* must provide Quality Control Plan documents for approval by Eskom Supervisor prior performing any activity.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- *Employers Contract Supervisor* will be delegated by the *Service Manager*
- 3 x Artisans must be PSR authorized during contract signing
- All personnel names on this contract and titles must be specified to the *Service Manager*.
- All *Contractors* personnel specified in this contract as per 2.3 to be on site at all times, unless on leave for max 14 days, otherwise replacement of same skill required.
- *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*
- All *Contractor* personnel to apply for Tutuka access via access work system.
- All new staff to be appointed in writing by the *Employer*.
- Contract Staff are not allowed to work on any other contract while employed on this contract.
- All new staff to do induction training, and re-induction annually.
- All replacements of staff will be in the same discipline with relevant experience (eg. A Fitter artisan with proof of qualifications)
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work application to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange changes with *Service Manager*.
- *Contractor* must be trained on cranes and have crane licence

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- a) Site Manager must have 3 years relevant experience on similar plant as stipulated in this contract plus a National S4 Diploma
- b) Supervisor must have 3 years relevant experience on similar plant as stipulated in this contract plus a National N Diploma
- c) Artisans must have 3 years relevant experience on similar plant as stipulated in this contract plus trade test. A minimum of 1 Artisan must have underwent laser alignment training. 3 x PSR Authorised
- d) Safety Officer must possess a National Diploma in Safety Management with SAMTRAC
- e) Semi-Skilled must have 3 years relevant experience on similar plant as stipulated in this contract plus a minimum of N3 qualification.
- f) Rigger Assistant must have underwent Basic rigging training. Proof to be submitted
- g) Assistants must be able to speak, read, write and understand English and have a minimum Completed grade 12 and trained to execute the scope of work as per this contract.

Appointments

The *Service Manager* needs to approve all new appointments / persons / interviews of fix term *Contractors* / temporary *Contractors* / permanent employees / site management appointed at Tutuka Power Station.

4.1.2 BBBEE and preference scheme

- As per clause Z3 within contract data

4.1.3 Procurement Requirements:

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	80%
BBBEE Status	20%
Designated commodity (Yes/No)	No

4.1.3 Subcontracting

4.1.4 Preferred subcontractors

- *Sub-Contractors* will only be allowed with a written permission from the *Service Manager*.

4.1.5 Subcontract documentation, and assessment of subcontract tenders

- N/A

4.1.6 Limitations on subcontracting

- N/A

4.1.7 Attendance on subcontractors

- N/A

4.2 Plant and Materials

4.2.1 Specifications

- Where applicable, all plant spares and materials to be inspected (Quality Checked) before installing at plant.
- Hold and witness points and all intervention points as per approved QCP must be attended
- *Contractor* must be "able, trained and be prepared" with the necessary PPE, equipment, tools, skills and authorisation to handle any equipment, spares, tools and materials related to the scope of work

4.2.2 Correction of defects

- All work to be done must be done under a permit to work or lock out procedure as required by PSR.
- Rework of work will be seen as rework within a time from 0 to 90 days. Rework will be on the *Contractor* account.

- All defected spares to be replaced with the permission of the *Service Manager* / supervisor.

4.2.3 **Contractor's procurement of Plant and Materials**

- Purchasing of spares or materials will go through the *Employer's* procurement process

4.2.4 **Tests and inspections before delivery**

- N/A

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

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the authorised gate release for the spares must be shown to the Protective Services personnel.
- The *Employer* will issue all plant related spares and materials as negotiated.
- All spares needed to be from stores must be collected by *Contractor* and taken to required plant.
- All faulty rotatable items to be taken to stores with necessary documents.

5 **Working on the Affected Property**

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

- Lifesaving rules to be adhered at all times
- Plant access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and must obtain gate permits via the *Service Manager*.
- Each personnel to have an Identification card at all times
- Unauthorized access to site is prohibited. The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates or any of the *Employer's* Premises' is allowed.
- All activities to comply with the OSHACT and Regulations
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- All work to be done according to the construction regulations at all times

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

- Normal working hours is the *Employer's* working hours
Monday to Thursday 07:00-16:15
Friday 07:00-12:00
- Other hours will be determine as per critical path activities during outages / breakdowns

- Overtime on an as and when required basis, but must be approved by the *Service Manager*.
- Daily time sheets must be kept up to date of normal time and overtime worked at all times. The *Employer's Contractors* time sheets to be used.
- Overtime to be worked on an as and when required basis.
- All overtime worked must comply with the *Employer's* rest period requirements.

5.3 Health and safety facilities on the Affected Property

- Proto-team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and *Service Manager* must notified immediately.

First aid centre

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 are 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* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste

- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Environmental management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, services or works supplied will also conform to *the Employer's* environmental specifications.

Handling of waste produced by the Contractor

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- Report/fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in waste water or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
 - Noxious and offensive odours arising from work activities shall be adequately controlled.
- Ground Pollution
- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

Monthly progress report

A monthly progress report will be submitted to the *Service Manager* by 15th of each month.

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

5.6 Records of Contractor's Equipment

- *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc.) to be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- *Contractor* is responsible to safe guard its own tools and equipment.
- All lost equipment and tools to be declared to the *Service Manager* and full details of

Incident.

Electrical & Instrumentation equipment and appliances

Any electrical/Instrumentation equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any electrical/instrumentation equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing.

5.7 Equipment provided by the *Employer*

- For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the *Contractor*, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- 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* must ensure that any one of his employees or Sub-contractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Employer*
- Aerial platform equipment (must be trained and be licensed to operate this equipment)
- Overhead Crane Operator (must be trained and be licensed to operate the overhead crane)

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof. Cell phones/radios to be used on the ash facility / ash dams / slurry plant where poor reception exists. All private telephone calls / Internet usage on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities (such as toilets and workshop space)

Contractor work space will be allocated by the *Employer*

5.8.2 Provided by the Contractor

- *Contractor* to provide and insure safe transportation services for all his *Contractors* and it must comply to 32-93 and 33-345 procedures.
- *Contractor* to provide own (Coffee, sugar, milk, tea etc.)
- All computers and printers accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* e.g. arc flash PPE(category – specific 8 cal/cm²) and acid retardant PPE, safety harnesses, Face shield Gum Boots, respirators .
- Provide SABS approved Safety harnesses as per the *Employer's* Safety Requirements.
- The *Contractor* will be responsible for the cost of all internet usage or Telephone calls made to any Cellular, Telkom or international number.
- *Contractor* to provide own Cabin for office and work place, but the *Employer's* to provide space
- COC's to be provided of all LV equipment and Cabins provided by the *Contractor*.
- *Contractor* to provide own tools and equipment and test instruments such as Ladders, electric drills and bits, electric blower, Insulated tools, rubber mat to enable to perform work according to the scope of work
- *Contractor* to supply own 220 v extension's at the *Contractor* own costs.
- Certified copies of ID's, Qualifications and CV'S to be provided by the *Contractor* on contract reward.
- *Contractor* to have additional test equipment in order to always be able to carry out work.
- *Contractor* shall have at least one vehicle (LDV) that must be on site at all times. Vehicle to comply with the *Employer's* vehicle standards.
- *Contractor* to provide own fire extinguishers for the *Contractor's* cabins.
 - *Contractor* will provide a detailed method statement on how the Ash plant will be maintained and repaired.

For the Method Statement the Contractor will:

- a) Supply a letter of undertaking that the Contractor does have the correct tools and equipment to perform the activity
- b) Contractor also to provide a list of tools and equipment that is registered on the Company's register.

- c) QCP's and Certified Letters to be provided for prove of previous similar activities done with references of previous activities done

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective Services for the issuing of permits. The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 749 9168. The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer's* Safety Co-ordinators signature.
- The *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective Services 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 of Protective Services, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All *Contractors* will supply protective services with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

Temporary cabling

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The *Contractor* maintains and removes it on Completion.

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant as specified by the *Employer*.
- Risk assessments must be completed before commencing with any task to be current at all times (Live Document)
- All relevant procedures to be used at all times

5.10 Hook ups to existing works

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The main *Contractor* is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Principle *Contractor* will be penalised.
- The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules , regulations and procedures
- The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- All *Contractor* supervisors must be authorised in Plant Safety Regulations as per legislative requirements and the period within which this requirement must be fully met, will be finalised and confirmed within six months on contract award.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.

- All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*
- Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed / designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- a) Site Manager must have 5 years relevant experience on similar plant as stipulated in this contract plus a National S4 Diploma
- b) Supervisor must have 3 years relevant experience on similar plant as stipulated in this contract plus a National N Diploma
- c) Artisans must have 3 years relevant experience on similar plant as stipulated in this contract plus trade test.
- d) Semi-Skilled must have 3 years relevant experience on similar plant as stipulated in this contract plus a minimum of N4 qualification.
- e) Assistants must be able to speak, read, write and understand English and have a minimum Completed grade 12 and trained to execute the scope of work as per this contract.

5.10.3 Training

- a) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works.
- b) All *Contractors* artisans to be trained and authorised as responsible persons according to *Employer's* PSR at Tutuka Power Station.
- c) The *Employer* will provide any training deemed necessary by the *Service Manager* for the *Contractor* to perform the service. The *Contractor* shall be obliged to carry out the service for which the training was provided.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Do inspections as per Scheduled Work Order and report all defects to the *Employer's* Supervisor.

5.11.2 Materials facilities and samples for tests and inspections

- N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

- All relevant Mechanical/Electrical drawings will be available in workshop or at the drawing office. *Contractor* to immediately advise the *Employer* of suspected deviations and updates required on drawings.

1. Appendix A

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Late arrival to work /reporting late for duty / (Start time is 7am)	When arriving after 7am, but before 8am without valid excuse.	Per Individual per Incident	1% of monthly fixed cost per relevant Individual rates
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 8am without valid excuse.	Per Individual per Incident	2% of monthly fixed cost per relevant Individual rates
Leave site before 16H15	Leaving site before 16H15 without permission from <i>Service Manager</i> in writing	Per Individual per Incident	1% of monthly fixed cost per relevant Individual rates
PSR and HV authorisations	Whenever Authorisations expires and not renewed in time	RP per Incident	1% of monthly fixed cost of RP rates
Work completed	Daily work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Per Day – Maximum after 2 incidents per month	0,5% of monthly fixed price (For every two incidents per month)
SHEQ violation	Violation from the same individual	Violation from the same individual	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i>).

Health and safety, the environment and quality assurance

Health and safety risk management

After contract award:

- The *Contractor* must compile a Health and Safety Plan , filed in a Health and Safety File , comprising of the following :
- Proof of the contracting company's own Health and Safety Policy.
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.

- ◆ Proof of Risk Assessments regarding Hazards identified.
- ◆ Proof of Safe Work Procedures that derived out of the Risk Assessments.
- ◆ Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- ◆ Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company.
- ◆ Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labour as required Regulation 3 of the Construction Regulations.
- ◆ Proof of an Induction Program (it is advised that the Tutuka SHE Rules as a Guide) and an attendance register signed by its employees prior the commencement of any construction work on site.
- ◆ Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid – one year. May only have been issued by an occupational health practitioner).
- ◆ Proof of contractors weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- ◆ Proof of Personal Protective Equipment (PPE) issued to contractor's employees.
- ◆ Proof of contracting company's Accident/Incident Reporting and Investigation System.
- ◆ Proof of checklists and where applicable test certificates, regarding contractor's tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.
- ◆ A "Section 37(2) Agreement with Mandatory" needs to be drawn up by the *Contractor* and the *Project Manager* and co-signed before work can commence.
- ◆ The Safety Officer employed by Tutuka Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act, before the *Contractor* will be allowed to start with the *Works*.

Environmental constraints and management

The non-adherence to the following rules could result in the termination of this contract.

- ◆ Tutuka Power Station is ISO 14001 compliant and very proud of this achievement. Tutuka Power Station has committed itself to pollution prevention on air, land, and water resources. Tutuka also commits to comply with all the relevant legislative requirements, and during its operation avoid wastage of resources such as water, and manage, store, sort, recycle, separate, and handle all the waste generated effectively and dispose of its waste in line with legislative requirements. All spillages (whether oil, grease, diesel, chemical, etc) are prevented at all times and where accidents do occur, immediate remedial actions are taken to clean-up the affected land using the appropriate spill-cleaning chemicals / absorbents. Tutuka has developed internal operational procedures to assist employees and contractors to prevent pollution and to comply with legislation. A legal register and a register with potential impacts from any operations, to guide the employees on any legislation that affects their areas of responsibilities, must be kept.
- ◆ Tutuka also has an Environmental Policy, to which the *Contractor* and his employees must adhere to. It is therefore the responsibility of the *Contractor* to ensure that he obtains copies of the Environmental Policy of Tutuka, the legal register applicable to his area of responsibility, the aspect register and the Tutuka procedures (applicable to the Contractor's area of responsibility) and to familiarize themselves on such procedures, within 30 days from the date of commencement of work at Tutuka, to assist the

Contractor and his/her employees to prevent pollution and to comply with legislative requirements. Copies of the above-mentioned documents shall be obtained from the *Project Manager* or Environmental Officer on the first day prior to commencement of work at Tutuka. The contractor shall submit a proof to the Environmental Officer of Tutuka that he and his employees has done all the necessary training on procedures and Policies supplied to them and that they do understand the contents of the procedures, registers and policies and will adhere to them at all times.

3.3 PERMITS

3.3.1 All *Contractors* will ensure that they are informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that they at all times comply to the requirements of these Regulations.

3.3.2 All Supervisors of contracting companies, who are directly involved with Eskom's Permit to Work System, shall be trained and successful completion of Tutuka's authorization / evaluation process, and must be authorized as Responsible Persons.

3.3.3 The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to.
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately.
- The safe work procedures as laid down by Tutuka Power Station and as determined by the Risk Assessment, shall be followed.
- The workers register and cautionary notices are discussed daily with workers

Procurement

Plant and Materials

4.1.1 Contractor's Site/Yard

Should the *Contractor* qualify for a site, the *Employer* will provide a site within the premises of the Power Station for the *Contractor* to establish himself for the execution of the *works*. The *Project Manager* together with the Site Manager will allocate a site to the *Contractor*. A site close to the connection points of water, electricity and toilet facilities cannot be guaranteed.

A *Contractor* qualifies for a site if the answer to at least one of the following questions is affirmative:

- 4.1.1.1 Is the *Contractor* needed on site on a daily basis to carryout his/her contractual duties?
- 4.1.1.2 Does the nature of contract activities demand that the contractor be involved continuously, with his/her contractual duties for the whole day for four (4) or more days in a week?
- 4.1.1.3 In a case of a break down, is the contractor required to respond to the call out within 60 minutes?

- 4.1.1.4 Is there any statutory regulation/s that warrants that the contractor must operate within the premises of Tutuka a Power Station for the delivery of contractual obligations?
- 4.1.1.5 The *Contractor* is responsible for keeping the site in good state of maintenance and is responsible to ensure that at the end of the Contract period, he informs the Site Manager to inspect the site at least thirty days (30) before the Contract end date. The *Contractor* shall vacate the site allocated to him at the end of the Contract or on termination of the Contract

A written request, indicating the *Contractor's* requirements in locality and area of storage, office and workshop sites is submitted to the *Supervisor* as soon as possible after the Contract Date.

4.2 Roads

The *Employer* makes every effort to maintain the roads on the site in a fair condition and all construction traffic is limited to using these roads. Tutuka traffic regulations are adhered to at all times. The speed limit is 40 km/h.

4.3 Security

The *Contractor* is informed of the access procedures through Tutuka Procedure, "Access Control and Protection of Eskom Assets" and should expect that such procedures may change depending on the prevailing security situation

Temporary entrance permits are issued to contractors who are on site for less than 3 months. Names and Identity Numbers are required before the contract starts. Photo copies of Identity documents are also required. This must be arranged with the *Project Manager*. Lost permits will be paid for by the *Contractor* to Protective Services at a cost per lost permit. All permits need to be returned to Security or the *Project Manager* upon completion of the contract. If it is necessary to bring tools and equipment onto site a list of tools is submitted which is verified by security staff prior to tools entering the security area.

Should any *Contractor* staff be transferred from Tutuka or leave site, the *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a serviceable condition and road worthy. Temporary vehicle permits are issued to contractors who are on site for less than 3 months. This must be arranged with the *Project Manager*. Speed limit is 40km/h.

No private vehicles will be allowed on site without a temporary permit.

Arrangements must be made with the *Project Manager* well in advance to allow sub-contractors and visitors onto site.

To bring cameras and cell phones with cameras on site, permission has to be obtained from the Power Station Manager, using the standard application forms for cameras. This must be arranged with the *Project Manager*. No firearms, weapons, alcohol and illegal substances are permitted on site.

No "Private Work" is carried out for or on behalf of any *Employer* Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area. Only authorised persons are permitted to enter Red Zone areas.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof. Pro-active comprehensive listing of all tools and equipment brought to Tutuka will considerably speed up entrance to the power station

No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. No "Private Work" is carried out for or on behalf of any Eskom Employee. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

Only authorised persons are permitted to enter Red Zone areas.

4.4 Supply of electricity

Electric power for construction, both 220V AC and 380V 3-phase supply, is supplied at Site free of charge, but connection fees are for the *Contractor's* account. All installations comply with the details set out in Tutuka Maintenance Procedure - Contractor's Temporary Electrical Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Tutuka Safety, Health and Environmental Specification for Contractors.

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered.

A written request, indicating the *Contractor's* requirements is submitted to the *Project Manager* as soon as possible after the Contract Date.

4.5 Water

Potable and raw water for construction purposes is also available free of charge.

A written request, indicating the *Contractor's* requirements is submitted to the *Project Manager* as soon as possible after the Contract Date.

4.6 Sanitary facilities

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the *Employer* and all the *Contractor's* personnel may make use of these facilities.

Correction of defects

- ◆ The *Contractor* corrects Defects whether or not the *Employer* notifies him of them.
- ◆ The *Contractor* corrects notified Defects before the end of the *defects correction period*. The *Employer* gives the *Contractor* access to a person, place or thing needed for correcting a Defect.

BBBEE and preferencing scheme

The *Contractor* is expected to maintained or improve its' B-BBEE rating for the duration of the contract. Should the rating be change negatively, the *Contractor* would be expected to rectify that within 6-months of being made aware of negative change.

The *Contractor* is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the *Employer*.

Accelerated Shared Growth Initiative – South Africa (SD&L)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* SD&L Compliance Schedule stated below.

This Industrial cleaning is a non-designated sector and therefore no local production threshold is applicable to qualify for further evaluation. Tenderers will also be encouraged to utilise local and local to site resources.

Skills Development (not a weighted criteria)

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.

Tenderers are encouraged to propose Skills Development initiatives in terms of the Skills required for this project as indicated below:

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.