



ENQUIRY NUMBER
MPKOM10243GX

**FOR THE PROVISION OF COMPRESSOR MAINTENANCE SERVICES, SUPPLY AND
DELIVERY OF SPARES ON AS "AS-AND-WHEN" REQUIRED BASIS AT KOMATI
POWER STATION**

ESKOM HOLDINGS SOC LIMITED
[REGISTRATION NO 2002/015527/06]
HEREIN REPRESENTED BY KOMATI POWER STATION

[the *Employer*]

CLOSING DATE:
WEDNESDAY, 05 OCTOBER 2022
AT 10:00 AM

LIAISON PERSONNEL:

ESKOM COMMERCIAL [Komati]
ESKOM TECHNICAL [Komati]

Ms Girly Mahlangu
Mr Samuel Dooka

☎ (013) 647 6816
☎ (013) 295 9679



NEC3 Term Service Contract (TSC3)

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

and
(Reg No.-----)

for the provision of Compressor Maintenance Services,
supply and delivery of spares on an "as -and- when"
required basis at Komati Power Station

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

For the provision of Compressor Maintenance Services, supply and delivery of spares on an “as -and- when” required basis at Komati 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	The offered total of the Prices exclusive of VAT is	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

N/A

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

Acceptance

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

The terms of the contract, are contained in.

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Komati Power Station
Van Dyks Drift/ Hendrina Road
Blinkpan
2250

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note

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

No	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:		For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation) Komati Power Station Van Dyks Drift/ Hendrina Road Blinkpan 2250
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	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		X20 : Key Performance Indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ¹ (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
10.1	The <i>Service Manager</i> is (name)	Samuel Dooka
	Address	Komati Power Station Blinkpan 2250
	Tel	+27 13 295 9679
	e-mail	DookaSC@eskom.co.za
11 2(2)	The Affected Property is	Komati Power Station

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11 2(13)	The <i>service</i> is	For the provision of Compressor Maintenance Services, supply and delivery of spares on an "as-and-when" required basis at Komati Power Station.
11 2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Delays and disruptions • SHE – Injuries • Non-compliance to construction regulations • Damage to the Employer's existing property • Scope changes • Quality assurance and quality control challenges • Environmental risks relating to waste disposal and management • Labour unrests • Community unrests • Non-compliance to plant regulations • Restricted working area
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	2 days (and 24 hours for all health and safety related matters)
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30 1	The <i>starting date</i> is	1 November 2022
30.1	The <i>service period</i> is	12 months 31 October 2023 (Note: the contract end date will be on expiry date or when funds are exhausted. Eskom, Komati Power Station has the right to cancel the contract any time without any legal implications due to financial constraints)

4 Testing and defects	
40 3	Tests and inspections
	The <i>Contractor</i> and the <i>Service Manager</i> each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The <i>Contractor</i> notifies the <i>Service Manager</i> in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The <i>Service Manager</i> may watch any test done by the <i>Contractor</i> .
40.4	Notifying and correcting Defects
	If a test or inspection shows that any work has a Defect, the <i>Contractor</i> repeats the work if possible and the test or inspection is repeated
	Until the end of the <i>service period</i> , the <i>Service Manager</i> notifies the <i>Contractor</i> of each Defect as soon as he finds it and the <i>Contractor</i> notifies the <i>Service Manager</i> of each Defect as soon as he finds it. The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> notifies him of it.
42 1	
	The <i>Contractor</i> corrects notified Defects within a time which minimises the adverse effect on the <i>Employer</i> or Others. If the <i>Contractor</i> does not correct a Defect within the time required by this contract, the <i>Service Manager</i> assesses the cost to the <i>Employer</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount.
5 Payment	
50.1	The <i>assessment interval</i> is
	Within 14 days after each task order completion
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 after receipt of a valid Tax Invoice correctly submitted in accordance with the requirements for Tax Invoices provided under the Works Information
51 4	The <i>interest rate</i> is
	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
	(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no

		such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	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	
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>Contractor</i> provides these additional insurances	Whatever the Contractor deems necessary in addition to the amount of the deductibles to the value of R 500 000.00 (Five hundred thousand Rand) in respect of the Employer's Annual Contractor All Risk Insurance Policy should the loss / claim arise out of the Contractor's negligence
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	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83 1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .

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 service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1 1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
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.
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 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
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) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <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	Upon 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	3 days of receiving the Task Order
X20	Key Performance Indicators	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure A to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	On a monthly basis

Z **The additional conditions of contract are**

Z1 to Z14 always apply.

Z1 *Cession delegation and assignment*

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

Z2 *Joint ventures*

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

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

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

Z4 *Confidentiality*

- Z4 1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25 1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z4 2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*
- Z4 3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed
- Z4 4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z4 5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7 1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51 1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate
- Z7 2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in

time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

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

Z12 Insurance

Z 12.1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <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>)	<u>Loss of or damage to property</u> The replacement cost

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	Bodily injury to or death of a person The amount required by the applicable law.
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

86 1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13 1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS

Z13 2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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 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	the document called 'Pricing Data Option A' C2 of this contract
11.2(19)	The tendered total of the Prices is	As per the price list.

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2 1	Pricing assumptions' Option A	3
C2 2	<i>The price list</i>	3

C2.1 Pricing assumptions: Option A

1. 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 andWhere 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

2. 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

3. 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)

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item	Description	Unit	Estimated Months	Estimated Quantity (People)	Estimated Quantity Hours (Monthly)	Each price/ Rate per Hour	Total Price
1	Supervisor	Monthly	12	1	48	R	R
2	Technician planned work	Monthly	12	1	48	R	R
3	Assistant Technician	Monthly	12	1	48	R	R
4	PPE/Safety (once off payment)	Each	-		1	R	R
	TOTAL PRICE EXCLUDING VAT:						R

RATE SCHEDULE FOR ANY COMPENSATION EVENT CALCULATIONS

Item	Description	Rate per hour Overtime & Saturday (Base rate @ 1.5)	Rate per hour Sundays & Public Holidays (Base rate @1.5)
1	Supervisor	R	R
2	Technician	R	R
3	Assistant Technician	R	R

Note:

- The abovementioned tendered prices are exclusive of Value Added Tax, but inclusive of all costs related to the works e.g. consumables, equipment, transport, bonuses for employees, accommodation, ect
- In case of discrepancy between each price and total, the each price shall prevail

Contractor:

.....
Print name

.....
Signature

.....
Date

PRICE LIST: SPARES REQUIRED FOR THE SERVICES

Item	Description	Unit	Estimated Quantity	Each price	Total Price
1	Purge muffler dryers	Each	6	R	R
2	Switching valve	Each	6	R	R
3	Automatic drain valves	Each	6	R	R
4	Desiccant	kg	3000	R	R
5	Cartridges for the pre and post filters for the dryers	Each	6	R	R
6	Moisture indicator R ½	Each	6	R	R
7	Press switch 0,1-1bar E0,9/A0,7bar	Each	6	R	R
8	SET filters dryer DC215	Each	3	R	R
9	SET filters dryer DC444	Each	3	R	R
10	Oil type of oil as per attached safety data sheet	Litre	1000	R	R
11	Cartridges for the pre and post filters for the compressors	Each	6	R	R
12	PRV	Each	3	R	R
13	Grease as per attached safety data sheet	kg	1000	R	R
TOTAL PRICE EXCLUDING VAT:					R

Note:

- The abovementioned tendered prices are exclusive of Value Added Tax, but inclusive of all costs related to the works e.g. consumables, equipment, transport, bonuses for employees, accommodation, ect
- In case of discrepancy between each price and total, the each price shall prevail

Contractor:

.....
Print name

.....
Signature

.....
Date

PRICE LIST FOR HEALTH AND SAFETY (PPE)

Item	Description	Qty	Price each/ person	Total price
1	Medicals (only if annual medical certificate expired)		R	R
2	Health and Safety File		R	R
3	Safety Training		R	R
5	Site Establishment		N/A	N/A
6	Site De-establishment		N/A	N/A
7	Hard hats with chin straps		R	R
8	Overalls		R	R
9	Gloves		R	R
10	Shoes (Safety boots)		R	R
11	Gumboots		N/A	N/A
12	Double Hearing protection		R	R
13	Safety goggles		R	R
14	Safety harnesses (with big hooks not small hooks)		N/A	N/A
15	First Aid box		R	R
16	Dust mask (FFP2/FFP3)		R	R
17	Respirators		N/A	N/A
18	Covid-19 Requirements		R	R
19	Thermal Suit		N/A	N/A
20	Special underwear – only cotton		N/A	N/A
21	Flash Suit		N/A	N/A
22	Training: Appointed Operator - ORHVS (8 days)		N/A	N/A
23	Training: Appointed Person - PSR (10 days)		N/A	N/A
24	Training: Responsible Person - ORHVS & PSR (18 days)		N/A	N/A
25	Training: Authorised Supervisor - PSR (2 5 days)		N/A	N/A
TOTAL VALUE FOR HEALTH AND SAFETY FOR THE TOTAL CONTRACT PERIOD				R

NOTE:

The above prices excludes VAT

It is compulsory for the Contractor to visit Komati Safety Department after contract award and before any work may commence to

- 1) Be appointed in writing, and
- 2) Sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

Contractor:

.....
Print name

.....
Signature

.....
Date

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3 1	<i>Employer's Service Information</i>	28
Total number of pages		29

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The sole purpose of this contract is to provide Compressor Maintenance Services at Komati Power Station for the duration of 12 Months. The *Contractor* will be expected to conduct preventative maintenance as per maintenance strategy and corrective maintenance based on notifications that will be raised to maintain the plant and ensure for both the availability and reliability of the plant. The *Contractor* will be expected to have specific number of competent people on site on an as and when required basis to execute Compressor plant maintenance work in the plant. The *Contractor* will also be expected to attend meetings to discuss plant related issues and any other issues regarding this contract. The *Contractor* will also be expected to work together with different contractors, share all necessary information that will be required for the availability and reliability of the plant.

1.2 Employer's requirements for the services

- The *Contractor* will provide Compressor Maintenance Services, supply and delivery of spares on an "as-and-when" required basis at Komati Power Station
- The *Contractor* shall maintain the plant in accordance to the Maintenance Strategy defined by the System Engineer. The Maintenance Strategy will be made available to the *Contractor* when required, development of PM's will be the sole responsibility of Eskom Representative and should assistance be required for the *Contractor*, it will be discussed and agreed with the *Contractor* in writing

General

The Parties are committed to the following

- Continuous improvement of Plant performance
- Cost efficiency
- Safety (Zero harm policy)

The parties respond to changing needs whilst also pursuing the parties' long term goals. In order to achieve this, the parties have a mutual understanding of each other's expectations. The parties undertake to develop and provide:

- Clearly defined mutual goals
- Commitment by senior management to these goals and long term support to the objectives of this contract
- Integrity, trust and co-operation between the Parties
- Transparent reporting of invoiced costs and performance between the Parties
- Improvement programmes to enhance Plant performance and achieve cost efficiencies
- Implementation of productive plant engineering, operating and maintenance expertise
- Excellent levels of safety
- Development of all critical skills pertaining to this contract in order to ensure long term sustainability

1.2.1 Scope of Work

To carry out maintenance on the following equipments on the compressed air system

	Description of the Equipment	Number of Equipment
1	KaesarScrew compressor DSD 202, 380V	3
2	Air treatment units, centrifugal separators and Eco drains	3
3	Air dryers DC 215	2
4	Air dryers DC 444	1
5	Master Controller SAM 4/4	1

	1M Maintenance for Driers	Spares
1	Check the residual pressure in the towers (B006 and B007) during the regeneration with a manometer (PI018 and PI019)	
2	If a too high residual pressure activates the switching alarm, exchange the muffler Switch off the drier, replace the purge mufflers and switch on the dryer	purge muffler
3	Visually check the moisture indicator (MI021) If the moisture indicator is exposed to dry air for several hours, it will change to a green colour If the relative humidity is more than 5% the colour will change to yellow-orange The indicator must display a green colour, in the event of a defect or overload on the dryer the colour will revert to yellow-orange	
4	Check the differential pressure gauge from the pre and after filter (F001, F012) at filter monitor	
5	Check the automatically condensate drain at the pre filter Press the test - button on the condensate discharger The condensate must be discharged	
6	Check the pre pressure at the purge air orifice, if necessary correct	
7	Check the outlet dew point by using an in-line hygrometer, a portable hand held hygrometer, or a moisture indicator A silica gel moisture indicator does not produce an accurate dew point reading, but starts changing colour from blue to pink or red at a dew point of approximately -17 deg Celsius.	
8	Check the operation of the inlet switching valve on the desiccant dryers Repair or replace the inlet switching valve as necessary to ensure that the dryer operates properly	switching valve
9	Check the operation of the automatic drain valves and traps, repair or replace as necessary to ensure that the condensate does not accumulate in the dryer	automatic drain valves
10	Pressure drop across the air dryers should be tested periodically to ensure a free air path through the dryer A high differential pressure might indicate a breakdown of the desiccant and its subsequent compaction	desiccant
11	The purge airflow rate should be checked to ensure proper flow for efficient regeneration	
12	Desiccant levels in the towers should be checked to ensure that proper amounts of desiccant are installed Low desiccant levels might be an indication of desiccant breakdown and the need for replacement This might also indicate desiccant carry-over Desiccant should be replaced in accordance with manufacturers' recommendation	

	1Y Maintenance on air dryers	Spares
1	Depressurise the Dryer, closing the shut-off devices in the compressed air inlet and outlet line, Let the desiccant dryer run After the regeneration cycle, the dryer is de-pressurised, Check the residual pressure in the towers	
2	Switch off the dryer; Switch desiccant dryer off just when pressure in both towers are the same, so no shock pressure results in vessel, When the gauges of both towers indicates the same pressure (end of regeneration) press start/stop button, Dryer is switched off, The inlet shut-off device are open, so that the pressure air flows over both towers Replace the filter cartridges from the pre - and after filter(F001 and 012)	cartridges for the pre and post filters
3	Reassembly is carried out via the reverse procedure as stated in the Kaeser service manual	
4	Replace the mufflers Switch on the dryer, Before start up ensure that all the shut off devices (e.g valves, ball & butterfly valves) in the compressed air inlet and outlet lines are closed, Compressed air-bypass is open, Condensate is able to flow through the condensate discharge without obstructions Slowly open the shut-off device in the compressed air inlet line, Press the start/stop button, Adjust the pre-pressure at purge air orifice. Open slowly the shut-off device in the compressed air outlet line Close the compressed air bypass. The dryer should be now operative	mufflers

	1M Inspection on compressors	Spares
1	Check Fluid Leak Bottle, On the airends with a sliding ring seal a small amount of oil may penetrate through the seal This small leakage is directed into an oil leak collector bottle located underneath the airend Check the oil level in the oil leak collector bottle	Oil
2	Check Fluid Level (Oil Separator), The fluid level indicated on the oil level indicator must be checked every week with the machine at operating temperature and under load Top up cooling fluid level as soon as the minimum fluid level is reached The machine may only be operated when the fluid level indicator is in the green zone	
3	If oil level is below minimum level, shutdown the compressor switch off and lock out the main switch to prevent an accidental compressor run Remove cover panel to access the oil separator Before opening or removing pressurised components it is imperative that the compressor package is completely depressurised	
4	Vent the Compressor Package, Shutdown compressor package (Start/Stop Button), Switch off and lock out main switch to prevent an accidental compressor run Close the shut-off valve between the compressor package and the air main The oil circulation vents automatically	
5	Unscrew the oil filter plug on the oil separator tank	
6	Fill with oil to the maximum indicator level To increase oil volumes from minimum to maximum (top off volume) add 13 liters of oil	
7	Check the sealing ring of the filter plug for damage and then replace the filter plug Close all access doors and fit all cover panels	
8	Open the shut-off valve between the compressor package and the air main	
9	Always use the same brand and type of oil when topping up oil	

	1Y Maintenance on compressors	Spares
1	Check the pressure relief valve, To check the operating pressure (Activation Pressure 11.5bar) of the pressure relief valve the final pressure on the compressor package must be increased above the pressure parameters entered in the controller	PRV
2	The PRV must be checked by an authorised service agent	
3	Grease the Motor Bearings, Greasing should be done at 2000Hrs Interval or at least annually from the grease nipples while the motor is running	Grease
4	The bearings of the fan motors are permanently greased Visually inspect the Cooling Fan Note and record any signs of wear	

List of Spares		Estimated Quantities
1	purge muffler dryers	6 units
2	switching valve	6 units
3	automatic drain valves	6 units
4	Desiccant	3000 kg
5	cartridges for the pre and post filters for the dryers	6 units
6	Moisture indicator R 1/2	6 units
7	Press switch 0,1-1bar E0,9/A0,7bar	6 units
8	SET filters dryer DC215	4 units
9	SET filters dryer DC444	2 units
10	Oil as per attached Safety Data Sheet	1000L
11	Cartridges for the pre and post filters for the compressors	6 units
12	PRV	3 units
13	Grease – As Per attached Safety Data Sheet	100kg

- 1 The Contractor shall service all equipment as per the attached compressor plant reliability based optimisation analysis spread sheet
- 2 The Contractor shall ensure that the compressed air system operates as per design base [Operating and control Philosophy Doc NCKTRS90759]
- 3 The Contractor shall carry out monthly inspections on the compressed air supply and submit a report on the status of the plant, planned work, risks and action plan. This report must be accepted and signed off by the Employer and it should be sent to the Employer 24 hours after inspections have been done.

- 4 Work orders and QCP's must be generated for all inspections and work executed by the *Contractor*
- 5 The *Contractor* must issue a budget quote for all work planned for the month one week prior to the next month, and the budget quote must be accepted by the *Employer* and the *Employer* will issue the task order for the month
- 6 The *Contractor* shall safely disposal of waste material, contaminated spare part and fluids
- 7 In the event of an unplanned plant break down the *Contractor* should respond to site within 2 hours
- 8 All spares required must be supplied by the *Contractor*
- 9 The *Contractor* to submit lead times on all spares to be supplied for Eskom's acceptance
- 10 The *Contractor* shall comply to Eskom's Generation Issue Management – Work Instruction 240 – 64257586
11. The *Contractor* shall comply to Eskom's Quality Control Plan Procedure – Document Identifier 235 – 1363
- 12 A Root Cause Analysis must be carried out for any failures that occurred in the plant within a reasonable period of time (Including re-work) Report must be accepted by client & may not to be outstanding longer than 1 month
- 13 Inspections to be conducted at least once weekly and the report given on monthly basis on the status of the plant
- 14 Indication of any warranties on equipment and when would they lapse
- 15 Programs of breakdowns repairs must be accepted by the *Employer* so as to determine the delay damages should the breakdowns be prolonged leading to extended plant outages and/or hiring of equipment to mitigate the risk
- 16 Disposal of hazardous waste i.e oils, oil rags filters and desiccant will be done by the *Employer*
- 17 The AIA services during statutory inspections like pressure testing of vessels under pressure will be sought by the *Employer* to assist with the inspection and the certification
- 18 The cost of re-work will be paid by the *Contractor* including the impact on production

Exclusions:

- Exclusions HV motor repairs and services are excluded from the SOW and are catered for in a separate contract

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information

Abbreviation	Meaning given to the abbreviation
SOW	Scope of Work
CM	Corrective Maintenance
ESP	Electrostatic Precipitators
FFFR	Fossil Fuel Firing Regulations
MST	Microsoft Teams
NCR	Non-Conformance Report
NEC	New Engineering Construction Contract 2013
OBL	Outside battery limits

OEM	Original Equipment Manufacturer
OSH act	Occupational Health and Safety Act of South Africa
PM	Preventative Maintenance
PSR	Plant Safety regulation
RBO	Reliability Based Optimisation
SAP	System Acquisition Programme
TSC	Term Service Contract
WM	Work Management

The following definitions are used in this Service Information

Definition	Description
Call horizon	A period when routine maintenance plans are called in SAP (PM work orders ready to be processed)
Critique	Work is reviewed individually and in the aggregate to establish needed improvements to the work
Emergent work	Priority 1 work is emergency work. An emergency has a direct or an indirect impact on production, human safety, the environment, equipment, and/or costs, the determination of which is guided by the Work Prioritisation Procedure. Work of this nature will interrupt scheduled work and must commence immediately. The execution of emergency work will continue uninterrupted either the risk has been mitigated or the work has been completed.
Execution	Work is performed, and after testing, plant equipment is returned to service.
Maintenance	A combination of all technical, administrative, and managerial actions during the life cycle of an item intended to retain it in, or restore it to, a state in which it can perform the required function.
Maintenance activities	Maintenance activities do not only refer to activities performed by the Maintenance Group; they also include activities performed by other groups, for example, Performance and Testing, Operating, and Risk Management Groups, where predictive or preventive maintenance activities are specified in the Maintenance Strategies.
Notification	A document created by SAP PM to capture technical history to functional locations or equipment of a corrective action as a result of maintenance, modification, or inspection and testing activities on the station's systems and components. This document notifies the responsible section of an identified defect where maintenance is required.
Planning	The process of determining the resources, methods, and processes needed to perform maintenance work efficiently and effectively. Note: planning is different from scheduling. The short definition of planning is to decide what, how, and when.
Preparation	Stakeholders review scoped work to ensure that it can be supported and performed as scheduled.
Preventive maintenance	Maintenance carried out at predetermined intervals or according to prescribed criteria and intended to reduce the probability of failure or the degradation of the functioning of an item.
Routine work management	The combination of technical, administrative, and managerial actions aimed at ensuring that all work is properly identified, planned, scheduled, assigned, executed, and completed in pursuit of the work management objectives. The process by which maintenance work activities, whether preventive maintenance or corrective maintenance, that require plant coordination and/or scheduling integration are implemented.

Scheduling	The process of determining what jobs are worked on, when, and by whom based on the priority and resource/equipment availability Note this process should take place before the job is executed The short definition of scheduling is when and by whom
Scoping	Multiple sources are reviewed to determine what work should be performed in a given period, usually a work week, for online work or for a system
Stock Inventory	Spares list indicating minimum and maximum stock level counts for a specific week The inventory should indicate the status of spares procured if the minimum stock level is not met at the contractor stores.
Work management	The process by which maintenance, modifications, surveillances, testing, engineering support, and any work activities that require plant coordination or schedule integration are implemented
Work order	A document generated in the CMMS (SAP PM) to plan, schedule, control, implement, and record the costs of maintenance, modifications, surveillances, or inspection and testing activities on the station's systems and equipment It is typically printed as a shop paper for use in the field when work is performed
Work package	A collection of maintenance documents such as the work order, work instruction, and any other supporting material (drawings, diagrams, manuals, weld process sheets, operating experience, safety analysis, permits, etc) used to control and record work in the plant from the time of work identification to the satisfactory completion of the corrective and/or preventive maintenance action and return to service of the plant
Work priority	An established predefined set of criteria to denote the level of urgency and importance of plant and equipment deficiencies
Work request	The document initiated to identify plant deficiencies or to request other work.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- The *Contractor* to produce a method statement on how they will carry out Compressor maintenance services of plant The Method Statement should include Manpower to be used when executing maintenance, tools and equipment. The *Contractor* to indicate how they will manage the technical risks that will emanate while executing maintenance The *Contractor* to also identify technical risk and come up with the mitigating factors that will be used for managing the risks
- The *Contractor* submits a programme of durations to the *Service Manager*, the *Service Manager* reviews the programme and agrees with the *Contractor* on durations and the *Contractor* adheres to the agreed programmes Should the *Service Manager* not agree with the *Contractor* regarding the durations on the programme, the *Contractor* reviews the programme and re-submits the programme according to the *Service manager* and the *Contractor's* agreement
- The *Contractor* submits the programme of durations to the *Service Manager* within 24 hours for every activity planned except for emergent work In the case of Emergent work, the *Contractor* submits the programme of durations to the *Service Manager* within 2 hours of the breakdown
- The *Contractor* adheres to the *Employer's* maintenance planning system (SAP) All defects and potential failures will be recorded on the *Employer's* maintenance planning system (SAP) Defects are listed and corrective actions planned according to priority Where a Permit to Work is required the work will be planned in conjunction with the relevant Production team

- The *Contractor* is expected to make use of software project management tools to assist them in the planning and scheduling of their work load and have the functionality to provide the *Employer* with a project plan, in the event of an outage, or a schedule of work for day-to-day activities
- In the event of an outage or project related work, the original duration, remaining duration, backlog, delays experienced etc., are to be clearly reflected in a general planning report
- The *Employer's Supervisor* shall meet with the *Contractor* on a daily basis to discuss the activity list that must be performed. The *Contractor* shall be required to perform these activities in accordance with all relevant information, guidelines and restrictions contained in each work package, and report back to the Supervisor on a daily basis
- Completion of each activity shall consist of the closing of the completed activity on the *Employer's* Computerised Maintenance Management System, and the receipt by the *Employer* of the written record of the activity as completed by the *Contractor*

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	On an "as-and-when" the risk emanated, dates and times will be communicated	Service manager's Office / MST	Contractor, Service Manager, Eskom Supervisor, Contractor Supervisor
Overall contract progress and feedback	Monthly (dates and time will be communicated)	Service Manager's Office / MST	Employer, Service Manager, Contractor and Eskom Contract Supervisor

- The *Contractor* should be flexible to attend any other ad hock meetings that will be scheduled by the *Service Manager*. Should the *Contractor* be in a position not to attend the meeting he/she should send the *Contractor Representative* preferable the *Contractor Supervisor*
- 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 and a register prepared, accepted by the team and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions

2.3 Contractor's management, supervision and key people

- The *Contractor* maintains all year round the agreed base crew.
- The *Contractor* supervises the base crew
- Changes to the base crew are negotiated with the *Service Manager* and must be confirmed in writing
- The base crew shall have all applicable hand tools required for the works and shall be certified to work on the applicable Plant and Equipment
- The base crew is negotiated and agreed with the *Service Manager* The number and mix of which may change from time to time with co-operation between the Parties
- The base crew generally performs assigned inspections, planned and corrective maintenance and supplies maintenance documentation as per the *Employer's* Maintenance Management System (SAP)

The base crew may (to differing degrees) be involved in the following additional duties and/or activities

- The writing and/or revising of station plant and work related instructions and procedures
- The writing and/or revising of related quality control documents and programs
- Condition and performance monitoring
- Trouble shooting and problem solving
- Attend plant related meetings where required (Monthly Meeting, Risk Meetings) Plant checks and plant stand-by making for return to service requirements.
- Corrective and planned work that is best performed during plant shutdowns and outages, including input regarding the scope, planning, and reports etc
- The *Contractor* provides standby service outside normal working hours Call outs for emergency work associated with the plant identified in the scope The stand-by requirements and the call out response time shall not exceed two hours after receiving a call to the time when the standby person reports on site
- An agreed minimum number of persons on the base crews, must be authorised Responsible Persons, to take out plant permits as per Eskom's Plant Safety Regulations, and such authorisation shall maintained through the term of this contract.
- During major maintenance tasks, overhauls, outages and project specific work the base crew staff may manage and co-ordinate these major maintenance tasks, outages and project specific work During this time, the *Contractor* may replace the base crew staff to ensure continuation of routine maintenance
- During periods of lower work assignments, the Base Crew may execute other work assignments e g plan future outages, review maintenance instructions, perform general maintenance, etc
- Major maintenance tasks, overhauls, outages and project specific work may require additional resources on a temporary basis The *Contractor* supplies these additional temporary resources after a Task Order for the project or work is issued to this effect

The *Contractor's* supervisor(s) of the base crew will be required to perform at least, but not limited to, the following duties

- Report on site on an "as and when required basis" to the relevant *Employer's Service Manager (or Delegate)*, as required
- Liaise with the *Employer's* various groups other than maintenance (such as Engineering and Operating etc) with regard to identified potential problems, modifications etc , as required
- Obtain authorisation as a Responsible Person, in terms of Eskom's Plant Safety Regulations.

2.4 Documentation control

Documentation requirements covers the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures. The *Contractor* is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the *Contractor* Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

The drawings issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Komati Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*. All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware. All documentation should be accepted / rejected by the *Service Manager* within 48 Hours.

All Communications will be filed and kept on site at all times, as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

Contractor Document Submission Schedule (CDSS)

Document Name/Description	Date/Time documents to be submitted
A programme of duration preferably in PDF Format (using Microsoft Projects As a tool)	7 days prior any Opportunity Maintenance work or any work greater than 7 days
Baseline risk assessment	A month before start of the work
QCP's	All work requires QCP's to be submitted and signed by all relevant parties prior to the commencement of work
<i>Contractor's</i> Safety file	A safety file to be submitted to Eskom safety department a month before start of work / contract
Inspection report	Carry out monthly inspections on the compressed air supply and submit a report on the status of the plant, planned work, risks and action plan. This report must be accepted and signed off by the client and it should be sent to the client 24 hours after inspections has been done.
Technical report and data pack	Within 5 days of completion of the service
Root Cause Analysis report	A Root Cause Analysis must be carried out for any failures that occurred in the plant within a reasonable period of time (Including re-work). Report must be accepted by client & may not to be outstanding longer than 1 month

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information

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

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate

Procedure for invoice submissions and payment All invoices to be submitted electronically with payment instruction invoices@eskom.co.za

2.6 Contract change management

- Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager* Failing to do this may lead to contract termination with legal consequences
- The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*
- If the *Employer's* *Service Manager* Change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels

2.7 Records of Defined Cost to be kept by the Contractor

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature before 16H00 of the following morning barring weekends The Friday and weekend logs will be submitted before 16H00 Mondays The log will include but not be limited to the following

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file
This file is in the possession of the *Service Manager* at all times

2.8 Insurance provided by the *Employer*

As stated in NEC3 Term Service Contract

2.9 Training workshops and technology transfer

- The *Service Manager* may request a detailed workshop or bar charts, which fit into the logic and time, span of the Accepted Programme, and reflects the required manufacturing completion dates
- The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*
- This training should be relevant for the *Employer's* employees to perform front line fault-finding or maintenance
- The *Employer* will provide SAP related and Plant Safety Regulations training, The *Employer* will only be liable for the training costs of initial courses. If the *Contractor's* employees fail the course, the cost to repeat the course will be for the *Contractor's* own account. The same applies if an employee of the *Contractor* resigns / re-allocates, the *Contractor* will train a new employee at his cost, inclusive of the employee's normal labour costs for the duration of the course
- The *Contractor* is to ensure a sufficient number of employees trained to compensate for the unavailability of employees

The following Training are a requirement and is a must for the *Contractor* to have Prior Start with work

- Compressor Plant Maintenance
 - PSR (to be provide by the *Employer*)
 - NEC TSC (specifically for the Site Manager)
 - Risk Assessment Training
 - Engineering Change Management (to be provide by the *Employer*)
 - Execute Maintenance Work PCM and SAP training (to be provide by the *Employer*)
-
- The *Contractor* to ensure that all training Certificates are valid and to ensure that re-training is done to his/her employees prior the current certificate expire
 - The *Contractor* should Maintain Training Records at all times
 - The *Contractor* to Ensure his / her employees get refresher training on an as and when required basis
 - It will be the responsibility of the *Contractor* to carry all cost for the training that will be covered in this contract
 - The *Contractor* should be in a position to provide training for any other work that might emanate on this contract due to unforeseen circumstances

2.10 Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay All design changes must comply with the Eskom Engineering change management process (Doc No 240-53114002) Engineering Change Management Procedure

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the *Service Information*, accepted plan or the applicable law

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

2.11.1 Equipment

2.11.2 The *Contractor* is to hand over a serviceable plant to the *Employer* by the end of this contract

2.11.3 Information and other things

- The *Contractor* has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the *Employer* to provide the service
- At the end of the service period, the *Contractor* returns all Equipment and surplus materials to the Employer Provides items of equipment for the Employer's use as stated in the Service Information and provides information and other things as stated in the Service Information

2.12 Management of work done by Task Order

- The *Contractor* performs work in accordance with the prior issue of a Task Order from the *Service Manager* or his delegate and completes it within the period as agreed to between the parties
- The *Contractor* also performs plant maintenance work, work on related outages after the issue of a Task Order If requested the *Contractor* also develops procedures applicable to the performance of designated tasks and submits the procedures to the *Service Manager* for acceptance All works provided comply with the standard specifications, procedures and Site regulations
- Should the *Contractor* be unable to supply the resources required to complete a Task Order within the period specified, he immediately notifies the *Service Manager* to this effect in writing The notification includes recommendations as to how the work can be completed

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified
- The starting and completion dates for the Task
- Conditions of the service agreement is in accordance with the Task Order issued
- No Task Order is issued after the end of the service period

When any emergencies do arise, it is required from the Contractor to adhere to the following terms

- The *Contractor* will be informed of emergencies when the Service Manager first becomes aware of it
- Response time within 1 hour for any communication when the *Contractor* acknowledges the emergency

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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 "*Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993 (OHSAct)) ("the Construction Regulations") for the Affected Property, warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Occupational Health and Safety Act 85 of 1993, its regulation and Safety, Health and Environmental (SHE Spec) requirements for this contract

All applicable health & safety laws, regulations, SHE Spec, health and safety standards, guidelines and Safety management systems (OHSAS 18001/ISO 45001) 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, occupational Health and Safety Act, Project specific SHE spec; applicable regulations, best practices & guidelines, Guidelines in terms of safety management systems (OHSAS 18001/ISO 45001) 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

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

In addition to the requirements of laws governing health and safety, Eskom have some additional requirements particular to the service and affected property for this contract

Particular consideration must be given to following Eskom Life Saving Rules 240-62196227

- 1 Open, Isolate, Test, Earth, Bond, and/or Insulate before touch
- 2 Hook up at height
- 3 Buckle up
- 4 Be sober
- 5 Permit to Work

3.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Komati Power Station are required to comply with the station's Environmental Management System requirements

NB Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents, which the *Contractor* shall comply with during the works

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Komati Power Station and any service

It should always be noted that Komati Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy, which aims to achieve a desirable balance between conservation and development. All activities taking place within Komati Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Komati Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001.

- Environmental policy
 - Environmental legal and other requirements
 - Risk Assessments/Aspects & Impacts Register
 - Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
 - Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS. Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (provided either by the *Contractor* or by *Service Manager*) as well as emergency preparedness and response procedures/plans
 - The *Contractor* shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation), this should also be documented within the monthly environmental site inspections reports
 - Komati Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved

Audits

Audits covering various Environmental aspects, Occupational health and safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to the *Service Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with the *Service Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the *Service Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises

The *Contractor* shall comply with all Employer's requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted

By signature and acceptance of this contract the Contractor acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

3.3.1 Contract Quality Management Plan Requirement

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents, which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year

3.3.2 Quality Control Plan

The *Contractor* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the service

The quality control plan indicates the following as appropriate

- The identification of the item
- A list of the sequence of operations including inspections and tests
- The identification of the specification, drawings or procedures for each operation
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number
- The inspections and tests the Contractor has nominated for hold and witness points
- Provision for inspections and tests nominated by the Service Manager
- Provision for inspection status indication
- Inspection and test records which are generated by the Contractor

- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material Certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts

4 Procurement

4.1 Supplier Development, Localisation and Industrialisation (SDL & I) Undertaking

4.1.1 BBBEE compliance:

The *Contractor* complies to maintain or improve their BBBEE contribution Level (1), for the duration of the contractor or until termination of the contract.

4.1.2 Local Procurement Content:

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spend minus the imported component.

Local Procurement Content	Eskom Target	Tenderer Proposal
	100%	

4.1.3 Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract

Number of Jobs to be created	Number of Jobs to be retained

4.1.4 SDL&I Penalty

- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations
- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract
- Alternatively the *Contractor* shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the *Contractor* upon fulfilment of all SDL&I Obligations

4.1.5 SDL&I Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked

- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable

4.3 Plant and Materials

4.3.1 Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		X
Environmental requirements		X
Employer's Quality Requirements		X
Technical specifications:		
Operating and control Philosophy Doc NCKTRS90759		X
Sigma 460 Oil Data Sheet		X
Grease Data Sheet		X
Compressor plant reliability based optimisation analysis spread sheet		X

4.3.2 Correction of defects

- Defects that emanate for the previous work that was done by the *Contractor* will be the sole responsibilities of the *Contractor*. The *Contractor* to make use of the Quality processes to ensure that there are no re-works or defects that comes out of the previous work that was done on a particular plant area.
- Should there be defects that needs to be corrected, the *Contractor* submit the programme of duration for correct these defects together with the budget quote for the works. An early warning will be issued either by the Service Manager or the *Contractor*, informing each other of the defect and the duration and the cost involved for the correction of these defects.
- The *Contractor* will be responsible for producing a Quality plan to the Service Manager detailing how he is going to ensure that quality work is done on plant.

4.3.3 Contractor's procurement of Plant and Materials

Not Applicable

4.3.4 Tests and inspections before delivery

- The *Contractor* will together with the *Employer* be responsible for Quality checking of items delivered to site. Material management will inform the *Employer* of items delivered at stores and the *Employer* will together with the *Contractor* go to stores within 24 hours to Quality check the spares delivered. Both *Employer* and the *Contractor* should keep copies of the accepted items.
- Should the spares be correct, the *Contractor* and the *Employer* will accept spares delivered at stores and sign relevant documentation.
- Should the spares be incorrect, the *Contractor* together with the *Employer* will reject the incorrect spares delivered and fill in required documentation (rejection form) and hand over documentation to Materials management. Both the *Employer* and the *Contractor* should keep copies of the rejected items.
- The *Service Manager* might at times require the *Contractor* to be part of the Test run or QC items/spares at the Supplier's premises. The *Contractor* ensures the availability of his/her delegate to travel together with the *Employer's* representative to go and Quality check and/or test run of the spares at the supplier's premises.

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

Item	Date by which it will be provided
The <i>Employer</i> provides special colour coded bins for refuse disposal	As and when required
The <i>Employer's</i> computerised maintenance management system (SAP) is used for all planned maintenance, defects, and history recording etc	As and when required
The <i>Employer</i> will provide Plant Safety Regulations training	As and when required

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

5 Working on the Affected Property

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

Security Arrangement in concordance with Komati Power Station Reference PAB20028

- The *Contractor* applies for permits at the Security gate, prior to the starting date.
- All *Contractors' personnel* will be issued with a temporary access permit, which will contain the following information.
 - Name
 - ID Number
 - Company
 - Validity date.
- In order to assist Protective Services with the using of permits and the identification of the personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the *Contractor's* name, is to contain the following information.
 - Employee name

- Employee ID number.
 - *Employer's Service Manager* Signature
 - Copy of the first page of the ID book of every employee of the *Contractor*
- d) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times. All *Contractors'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the works. The *Contractor's* visitors and all personnel conform at all times, to the security arrangements in force at the time.
- e) No unauthorized vehicles are allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the Employer's Representative.
- f) The *Contractor* is restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- g) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Contractor*.
- h) Road signs and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.
- i) Personnel and vehicles entering and leaving the Site are subject to routing searches.
- j) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.
- k) No firearms, Ammunition or explosives are allowed on the Power Station premises.
- l) No recruiting of casual Labour may be done on the Power Station premises, including the immediate area outside the Power station security gate.

The *Employer* provides electrical power from an existing distribution point to the *Contractor* for the purpose of construction. The *Contractor* is responsible for all connections and cable from the supply point. 220V supply is available, however continuous supply is not guaranteed.

The *Employer* supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing taps. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Contractor* further maintains and removes these on completion of the contract.

A Medical Station, Fire Protection and Rescue Service are available on site during normal working hours at a cost to be agreed to with the various services and through consultation with the *Service Manager*.

Outside the *Employer's* office hours, the *Employer's* First Aid Service is available on standby. The *Employer* is entitled, however, to recover the cost incurred for the use of the above facilities from the *Contractor*.

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course presented by the Power station free of charge prior to commencement with the Works. This is a three (3) hour course and is valid for the duration of one (1) year at the Power Station

Employer's Health and Safety Requirements

In carrying out obligations to the *Employer* in terms of this contract, in providing the *works*, in using Plant, Materials and Equipment, and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatories with:

The provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"), and The Eskom "Safety, Health and Environmental Requirements for *Contractors*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations") The *Employer* may amend the Eskom Regulations from time to time and all amendments will be provided in writing to the *Contractor*

The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided, and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements")

The *Contractor*, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters

The *Contractor* is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees

The *Employer*, or any person appointed by the Employer, may, at any stage during the currency of this contract

- Conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*
- refuse any employee, Subcontractor or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements
- Issue the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements

- The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager
- The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the *liaison with the Eskom Safety Officer for all matters related to health and safety*, this person shall be contactable 24 hours a day

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Subcontractors, to the extent permitted by the OHSA

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

5.2 People restrictions, hours of work, conduct and records

The *Contractor* maintains all year round the agreed base crew. The base crew is supervised by the *Contractor*. Changes to the base crew are negotiated with the *Service Manager* and must be confirmed in writing.

The base crew shall have all applicable hand tools required for the works, and shall be certified to work on the applicable Plant and Equipment. The base crew is negotiated and agreed with the *Service Manager*. The number and mix of which may change from time to time with co-operation between the Parties. The base crew generally performs assigned inspections, planned and corrective maintenance and supplies maintenance documentation as per the *Employer's* Maintenance Management System (SAP).

The base crew may (to differing degrees) be involved in the following additional duties and/or activities:

- The writing and/or revising of station plant and work related instructions and procedures
- The writing and/or revising of related quality control documents and programs
- Condition and performance monitoring
- Trouble shooting and problem solving
- Attend plant related meetings where required (Outage meetings, Works Management meetings, Occurrence Management meetings etc.)
- Plant checks and plant stand-by making for return to service requirements
- Corrective and planned work that is best performed during plant shut downs and outages, including input regarding the scope, planning, and reports etc.

- The *Contractor* provides standby service outside normal working hours. Call outs for emergency work associated with the plant identified in the scope. The stand-by requirements and the call out response time shall not exceed one hour after receiving a call to the time when the standby person reports on site.
- An agreed minimum number of persons on the permanent base crews, must be authorised Responsible Persons, to take out plant permits as per Eskom's Plant Safety Regulations, and such authorisation shall be maintained through the term of this contract.
- During major maintenance tasks, overhauls, outages and project specific work the base crew staff may manage and co-ordinate these major maintenance tasks, outages and project specific work. During this time the *Contractor* may replace the base crew staff to ensure continuation of routine maintenance.
- During periods of lower work assignments, the Base Crew may execute other work assignments e.g. plan future outages, review maintenance instructions, perform general maintenance, etc.
- Major maintenance tasks, overhauls, outages and project specific work may require additional resources on a temporary basis. The *Contractor* supplies these additional temporary resources after a Task Order for the project or work is issued to this effect.

The *Contractor's* employees may be required to sign an ethics and non-disclosure agreement prior to providing the Work required by this contract.

The *Contractor's* base crew normal working hours are to (as closely as possible) match those of the *Employer's* maintenance department working hours (minimum 40 hours per week).

The *Contractor's* supervisor(s) of the base crew will be required to perform at least, but not limited to, the following duties:

- Report on a daily basis to the relevant *Employer's* Service Manager (or Delegate), or Outage Controller during outages, as required.
- Liaise with the *Employer's* various groups other than maintenance (such as Engineering and Operating etc.) with regard to identified potential problems, modifications etc., as required.
- Obtain authorisation as a Responsible Person, in terms of Eskom's Plant Safety Regulations.

Overtime

- Overtime shall be approved by the *Service Manager* or his Delegate prior to the commencement of such overtime. For emergency work, where overtime is required, written approval shall be given within 24 hours after giving the notification to work. The *Service Manager* or Supervisor (Outage Controller/Shift Manager) is required to sign the *Contractor's* applicable time sheets upon completion of the overtime.
- Overtime hours shall be governed by the Basic Conditions of Employment Act. The *Contractor* shall comply with all local and statutory labour laws (LRA, BCEA, UIF, etc.) and agreements and shall promptly attend to any labour grievances that may arise.

5.3 Health and safety facilities on the Affected Property

The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) the *Employer's* Plant Safety Regulations GGR 0992, and all Safety procedures issued by the *Employer* (Procedure 235-554). All Responsible Persons in terms of the Plant Safety Regulations are required to be in possession of arc flash protection suits. The cost for the suits will be for the *Contractor's* account and should be included in the *Contractor's* offer. Washing of the suits will be in accordance with the *Employer's* procedure.

The *Contractor* employs only people who have received sufficient training to ensure that they comply with the Act.

The *Contractor* appoints a person who liaises with the *Employer's* designated Safety Officer. The appointed person, on the request of the *Service Manager*

- Undertakes safety audits at the Site and on the *Contractor's* employees.
- Refuses any employee, Sub-Contractor or agent of the *Contractor* access to the Site if such person is found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act
- Issues the *Contractor* with a work stop order should he become aware of any unsafe working procedure or conditions of non-compliance with the Act, Regulations and Procedures by the *Contractor*, Sub-Contractors or agents

The *Contractor* attends the *Employer's* safety meetings (monthly for base crew and weekly during outages)

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 co-operate fully to achieve this objective. The *Employer's* must be informed immediately of any injuries or damage to property or equipment

5.4 Environmental controls, fauna & flora

Not Applicable

5.5 Cooperating with and obtaining acceptance of Others

- The *Contractor* will be working with other *Contractors* and should be willing to share information and space with other *Contractors* on site

5.6 Records of Contractor's Equipment

- The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary
- All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures
- All Equipment including hired should be inspected and approved before accepted on site
- The *Contractor* will keep records of all hired Equipment to execute the Service Information

5.7 Equipment provided by the Employer

- It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates where required
- The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List

5.8 Site services and facilities

5.8.1 Provided by the Employer

- The *Services Manager* will arrange the induction on an "as-and-when" required basis
- The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property
- Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections

Refuse Disposal

- The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant

Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply
- The *Contractor* is to make provision for the necessary extensions and plug points
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Employer*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. 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 incurred, in the use of the above *Employer's* facilities, from the *Contractor*

Toilet Facilities

- The *Employer* provides the *Contractor* access to toilet facilities

5.8.2 Provided by the *Contractor*

- The *Contractor* will be responsible for the procurement of spares and ensuring that spares are available to the *Employer* when required. The *Contractor* will inform the *Employer* of the spares that are required
- The *Contractor* will conduct weekly stock inventory, submit it to the *Employer* for acceptance prior to initiating their procurement process
- The *Contractor* to submit the *Employer* the Risk plan for all spares below minimum quantity.
- The *Contractor* to Engage the *Employer* on the QC of Spares prior to using the spare on site
- The *Contractor* will be responsible for drawing off and collection of spares from the *Contractors'* stores in order to use them in the plant
- The *Contractor* will be responsible for producing the report to the *Service Manager* of the Spares used in the plant on a monthly basis.
- The *Contractor* shall provide his tool for work and People / Resources required to execute Maintenance Work
- The *Contractor* will be responsible to provide Special tool, Skill and equipment required for the execution of work

5.9 Control of noise, dust, water and waste

- All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order 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 1994 Ref BN0621-16296-5 (A copy of this document is available at the Power Station for reference purposes)

- The *Employer* shall provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area. No hazardous waste may be stored for a period of more than 90 days on the Komati Power Station's premises.
- Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.
- Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be disposed to the scrap bins allocated by the *Employer*. The *Contractor* shall be responsible to familiarize themselves with different types of waste bins.

5.10 Hook ups to existing works

- Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Komati Power Station.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- For all work done, the *Contractor* must comply to the employers process control manual to execute work. Doc no: 32-1303 that requires re-commissioning of plant which is testing after work / maintenance is conducted.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable

6 List of drawings

6.1 Drawings issued by the *Contractor*

Not Applicable

7. ANNEXURE A

X20 KEY PERFORMANCE INDICATORS:

Performance Contract																		
Division	Maintenance	Name																
Business Unit	Komati Power Station	Unique No																
Signed Eskom			Signed Manager															
			Rev 1 0.00 Score 2.00 Score 1.00															
Eskom																		
Key Performance Area			Key Performance Indicators for the Business Unit					Target Setting wrt Expectation					Final	Results				
No	KPA Description	Wt	No	Performance Measure/Indicator	Metric	Source of Evidence	Weight	Foot	1	2	3	4	5	h	Actual	Score	Actual	Score
1	FINANCE	20%	1.1	Budget	Savings Achieved	Monthly Assembly	20%	20%	90%	80%	90%	100%	20%	4.00	4.00	4.00	4.00	
2	PLANT PERFORMANCE	50%	2.1	Number of reworks	Percentage	Plant Performance spreadsheet	20%	2	1	0	0	0	10%	4.00	4.00	4.00	4.00	
			2.2	Emergency Work (break down and repairs)	Percentage	Plant Performance spreadsheet	20%	2	1	0	0	0	10%	4.00	4.00	4.00	4.00	
			2.3	Monthly technical reports (inspection service reports)	Percentage	Signed Reports	20%	0	0	1	2	2	10%	4.00	5.00	4.00	5.00	
			2.4	Plant reliability	Percentage	Plant Performance spreadsheet	20%	90	95	100	100	100	10%	4.00	4.00	4.00	4.00	
			2.5	Plant reliability	Percentage	Plant Performance spreadsheet	20%	90	95	100	100	100	10%	4.00	4.00	4.00	4.00	
3	SAFETY HEALTH ENVIRONMENT QUALITY	30%	3.1	Lost Time Injury Rate	Index	SHEQ Stats	50%	2.00	1.00	0.00	0.00	0.00	15%	4.00	4.00	4.00	4.00	
			3.2	Compliance to SHEQ policies	Percentage	Station SHEQ report	15%	90.00	95.00	100.00	100.00	100.00	5%	4.00	4.00	4.00	4.00	
			3.3	Audit findings	Percentage	Eskom and external Audit Report	20%	2.00	1.00	0.00	0.00	0.00	5%	4.00	4.00	4.00	4.00	
			3.4	Safety Quality Environment Quality repeat OQ compliance	Rating	Eskom Audit Report	15%	90.00	95.00	100.00	100.00	100.00	5%	4.00	4.00	4.00	4.00	
Total Weight		100%												100%				