



## NEC3 Term Service Contract (TSC3)

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

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

for **Maintenance of Ash Conveyor Plant for a period of 3  
years at Tutuka Power Station**

<b>Contents:</b>	<b>No of pages</b>
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<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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

## PART C1: AGREEMENTS & CONTRACT DATA

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

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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:

### Maintenance of Ash Conveyor Plant for a period of 3 years at Tutuka Power Station

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

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

Capacity \_\_\_\_\_

**for the  
*Employer***

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

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:****For the *Employer***

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>

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

10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Maintenance of Ash Conveyor Plant for a period of 3 years at Tutuka Power Station
11.2(14)	The following matters will be included in the Risk Register	As per Annexure B of this document on 2 <sup>nd</sup> last page
11.2(15)	The Service Information is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	<b>The Contractor's main responsibilities</b>	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	1 week of the Contract Date.
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	36 Months
4	<b>Testing and defects</b>	
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	25 <sup>th</sup> day of every month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
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 *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	
7	Use of Equipment Plant and Materials	
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
9	Termination	<p>NEC3 core clause 9 shall be applied for termination.</p> <p>Exit clause: The <i>Employer</i> reserves the right to terminate the contract between the <i>Employer</i> and <i>Contractor</i> should Tutuka Power Station closes or permanently shuts down before time.</p>
10	Data for main Option clause	
A	Priced contract with price list	In C2.2
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	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p> <p>Address [•]</p> <p>Tel No. [•]</p> <p>Fax No. [•]</p>



	e-mail	[•]																					
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.																					
W1.4(2)	The <i>tribunal</i> is:	Arbitration																					
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																					
	The place where arbitration is to be held is	[•] South Africa																					
	The person or organisation who will choose an arbitrator																						
	- 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.																					
<b>12</b>	<b>Data for secondary Option clauses</b>																						
<b>X1</b>	<b>Price adjustment for inflation</b>																						
X1.1	The <i>base date</i> for indices is	The month prior to the enquiry closing date.																					
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable	
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<b>X2</b>	<b>Changes in the law of</b>	Republic of South Africa is a compensation event if it occurs after the Contract Date																					
<b>X17</b>	<b>Low service damages</b>																						
X17.1	The <i>service level table</i> is in	Annexure A on the second last page of this contract document																					
<b>X18</b>	<b>Limitation of liability</b>																						
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	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	the amount of the deductibles relevant to the event																					

	limited to	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	1 month after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Within the same day of receiving instruction from the <i>Service Manager</i></b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	<b>Annexure C On the last page of this document</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are there for to monitor performance of this contract</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>6 months interval</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person

without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it

is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his sub*Contractors* 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 Sub*Contractors*, 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 Sub*Contractors*, 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> 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	<u><b>Loss of or damage to property</b></u> The replacement cost  <u><b>Bodily injury to or death of a person</b></u> The amount required by the applicable law.

<i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 – Not applicable**

**Z14 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the *Services* conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the *Services*, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.



- Z14.6 The *Contractor* continues to Provide the *Services*, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the *Services*, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### Notes to a tendering *Contractor*:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): 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	

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

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	C2.2
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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 <i>Services Provided to Date</i> is the total of <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

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

## Format of the *price list*

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

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

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

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

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

## C2.2 the *price list*

### Maintenance

Item nr	Description	Unit	Rate
1	<b>Monthly Fix Price</b> (includes :- Normal working Hours , Mon – Friday,	Month	
	1 x Manager	Hr	
	1 x Site Supervisor	Hr	
	1 x Safety Officer	Hr	
	1 x Qualified Fitter	Hr	
	1 x Rigger	Hr	
	1 x Boiler maker	Hr	
	1 x Welder	Hr	
	1 x Semi-skilled	Hr	
	1 x Semi-skill Rigger	Hr	
	1 x Assistant	Hr	
	1 x Storeman	Hr	
	1 x Planner	Hr	
2	<b>As and when required”</b>		
	1 x Boiler Maker	Hr	
	1 x Welder	Hr	
	1 x Fitter	Hr	
	1 x Rigger	Hr	
	1 x Semi skill (Rigger)	Hr	
3	<b>Normal Overtime and Saturdays @ 1.5</b>		
	1 x Manager	Hr	
	1 x Site Supervisor	Hr	
	1 x Safety Officer	Hr	

	1 x Qualified Fitter	Hr	
	1 x Rigger	Hr	
	1 x Boiler maker	Hr	
	1 x Welder	Hr	
	1 x Semi-skilled	Hr	
	1 x Semi-skill Rigger	Hr	
	1 x Assistant	Hr	
	1 x Storeman	Hr	
	1 x Planner	Hr	
<b>4</b>	<b>As and when required Normal Overtime and Saturdays @ 1.5</b>		
	1 x Boiler Maker	Hr	
	1 x Welder	Hr	
	1 x Fitter	Hr	
	1 x Rigger	Hr	
	1 x Semi skill (Rigger)	Hr	
<b>5</b>	<b>Sundays and Public holidays Overtime @ 2</b>		
	1 x Manager	Hr	
	1 x Site Supervisor	Hr	
	1 x Safety Officer	Hr	
	1 x Qualified Fitter	Hr	
	1 x Rigger	Hr	
	1 x Boiler maker	Hr	
	1 x Welder	Hr	
	1 x Semi-skilled	Hr	
	1 x Semi-skill Rigger	Hr	
	1 x Assistant	Hr	
	1 x Storeman	Hr	
	1 x Planner	Hr	



<b>6</b>	<b>As and when required Overtime Sunday and Public Holiday @ 2</b>		
	1 x Boiler Maker	Hr	
	1 x Welder	Hr	
	1 x Fitter	Hr	
	1 x Rigger	Hr	
	1 x Semi skill (Rigger)	Hr	
<b>7</b>	<b>Standby allowances</b>	Per team	
	1 x team consists of (2 x Fitters, 1 x welder, 1 x boilermaker, 2 x assistants and 1 x semiskilled)	Per day	
<b>8</b>	<b>As and when required services</b>		
	Drive alignment Technicians	Per year	
	HDPE Pipe repairs from 63mm to 630mm	Per year	
<b>9</b>	<b>Once off</b>		
	Site establishment	ea	
	Site de-establishment	ea	
<b>10</b>	<b>Monthly Transport related costs</b>		
	Travelling HWH at 60km/ 22 days	Km	
	Site Travelling 14-seater	Km	
	LDV Bakkie	Km	
	4ton truck to transport any equipment on site.	Km	
<b>9</b>	<b>Yearly items</b>		

	Medicals & safety File	Per year	
	PPE ( include torch, safety harness, 2 x overalls per year, safety shoes, gumboots, earphones, hard hats, googles, arch flash suits)	Per year	
<b>10</b>	<b>Tools and equipment</b>	Per year	
	Tools and equipment as per List in 1.1.5 section of this document	(Sum)/ Per year	
<b>Total Prices Tendered Excluding VAT</b>			

**Note:**

- **Contractor to supply rates only. No quantities and totalling of tendered prices should be inserted by Contractor, Contractor to supply rates only.**
- **Normal Time: is estimated at 173 hours per month**
- **The Artisans must have a Red Seal qualification (section 28 will not be allowed)**
- **All Welders to comply with ISO 3834 requirements**
- **Prices to be fixed and firm for the first year, CPA will be applicable from 2<sup>nd</sup> year onwards. CPA proposal to be submitted by Contractor with tender returnables**
- **Drive alignment will be done 120 times a year**
- **HDPE pipe repairs will be done 60 times a year**

**Security / Criminal Clearance Check**

- **Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.**
- **Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.**
- **Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.**
- **Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labor actions and if the individual was dismissed from Eskom and the reason for such dismissal.**

## PART 3: SCOPE OF WORK

## C3.1: EMPLOYER'S SERVICE INFORMATION

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## 1 Description of the service

### 1.1 Executive overview

The purpose of this scope is to stipulate work that needs to be performed during the maintenance of the ash plant. The maintenance of the ash plant includes all the coarse ash conveyors, the conditioner conveyors, transverse and cross conveyors, overland conveyors, stacker system and spreader system and the emergency off-loading and on loading facilities at TT02 and all ancillary included as indicated in this document. The brine water pipe line from the TT02 area to the ash dump sprayers and both the pump stations at the ash dump with all its pipelines, hosepipes and sprayers are part of this scope. The potable water supply line from TT02 to the ash dump head tank is part of the scope

#### 1.1.1 Scope of work

- Scope of work is for the plant inspection and record all defects on a daily basis, perform preventative maintenance, chute cleaning, plant repairs, lubrications, conveyor belt replacements, belt extensions, belt splicing, belt insert, belt repair, pulley cleaning and re-lagging, idler inspection and replacements, skirting thickness measurement and replacements, handling of sleepers and rails for the spreader machine, and the shifting of the stacker machine.
- General plant cleaning of the complete plant and the cleaning of the settling sump at TT02 is part of the scope of work.
- The *Contractor* shall maintain the defect record list for the period of the contract and track the similar failure defects.
- The contract shall provide Eskom Contract Supervisor with the weekly report of all reported defects and inspection conducted.
- The *Contractor* will be provided with the template of the report upon the commencement of the contract.
- The *Contractor* is to clean all the coarse conveyor chutes on all the units once per shift and to do coarse ash plant inspections once a week. Any repairs, scarper cleaning and adjustments, idler's replacements, skirtings' replacements, plummer blocks greasing, pulley laggings replacements, belt replacement etc should be planned with the relevant Production Manager, so that the unit operating supervisor can arrange for emergency damping at the grizzly conveyors.
- The *Contractor* is to clean all the conditioner discharge chutes and the conditioner conveyor chutes on all the ash conditioner conveyors once per shift and to do conditioner conveyors inspections once a week. Any repairs, scarper cleaning and adjustments, idler replacements, skirtings' replacements, plummer block greasing, pulley lagging replacements, belt replacement, moving head repair work should be planned with the relevant Production Manager.
- There are three conditioners conveyor running per week, while the remaining three-conditioner conveyors are standing for cleaning and maintenance purposes. These belts changeovers take place every Thursdays.
  - One transverse conveyor and one cross conveyor stream are normally in operation for a week and then changed over every Thursdays.
  - One stream will be running while the other stream are on standby for maintenance and cleaning. The proposal is to clean the upstream chutes and these transverse conveyors chutes first and let these conveyors run empty at TT02. Then maintenance can be done on the relevant conveyor stream.
  - The moving heads cleaning and maintenance on these transverse and cross conveyors can also be performed during this period.
- The *Contractor* is to clean the transverse and cross conveyor chutes at the transfer houses TT01 and at TT02 once per shift.
- The contractor is responsible to note if the ash on loading to the cross conveyors and overland conveyors is in the middle of the carry belt.

- The *Contractor* is to perform inspection and repairs on the transverse and cross conveyors moving head systems. This involves pinion and plummer block repairs, rail repairs, rails cleaning, wheels greasing and travel wheel repairs.
- The *Contractor* is to advise Eskom which spare parts the *Contractor* requires for repairs.

The function of the settling sump at TT02 is to collect the rainwater and washing water at the transfer house area.

- The *Contractor* is to clean this complete area and between the overland conveyor tail end areas.
- The *Contractor* is to operate the water and ash level inside the settling sump.
- If the one side of the settling sump is dry, then the *Contractor* is to remove this ash settlement inside the sump.
- The *Contractor* must also operate the sump pump, so that the water level inside this sump is at minimum level in case of rain and floor washing. The sump cleaning operation should be once per month and the sump pump operation is every day. The floor washing should be two times per week
- Due to the overland conveyor roof construction, the *Contractor* needs to walk between the conveyors belts for overland conveyor inspection.
- This conveyor belt inspection should at least two times per week. The one conveyor stream runs for seven days, and then the other belt runs for seven days.
- The conveyor inspection should be performed, while the belt is running and the necessary repairs must be done under the plant permit system.
- Each overland conveyor has two belt turn over systems and it requires cleaning every week.
- The *Contractor* is also responsible for belt scraper cleaning, adjustments and replacements. The V – plough inspections, repairs or replacements is also part of the scope of work.
- The *Contractor* is to check the gearbox oil levels once per week and to lubricate the pulley bearings once per month.
- The *Contractor* needs to take fluid coupling oil samples from the four fluid couplings and to analyse this oil for any particles and water ingress, once a month. In case of any dirty oil, then the relevant fluid coupling oil needs replacement. These fluid coupling oils in general need replacement every 6 months.
- The grid couplings at the gearboxes input shafts and at the gearboxes output shafts needs greasing every 3 months. The inspection of the winch cables, wheels and trolley car system must be once per month and this must be done by a qualified rigger.
- If the *Contractor* notes, that there is a conveyor drive vibration problem, the *Contractor* must inform Eskom, so that Eskom can do vibration readings.
- The *Contractor* is also responsible to monitor the stock levels of every item of this conveyor system.

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

- The *Contractor* is to inspect the stacker system every day, due to the high load factor of this system.
- Any repairs, replacements and chute cleaning must be planned so that other disciplines also can have an opportunity to perform maintenance.
- The ash chutes on the stacker system requires cleaning two times per week and in this period the *Contractor* can do the necessary repairs, scraper cleaning and adjustments.
- In most cases the conveyor bearing greasing can be performed under plant in operation permit. But if there is dangerous moving parts close by, then plant isolation permit has to be taken for save bearing greasing actions.
  - The number of bearings which require greasing on the total ash stacker plant is approximately 214.
- The re-lagging of pulleys and the replacements of the boom and link conveyor belts can be planned during the stacker shifts.
- The inspection of the extendable and shiftable conveyors' winch take up systems must be once per month. This must be done by qualified riggers.

- The power cable reel and control cable reel systems on the stacker tripper car must be inspected by the *Contractor* once a week and to perform the required repairs.
- The inspection, lubrication and repairs on the stacker tripper car and stacker machine bogie wheels pins, bushes, bogie wheels, equalizer beams, drive tumblers with its bushes and shafts, crawler idler and its bushes and shafts, crawler system, stacker slewing and luffing systems are part of the scope of work. The luffing cylinder replacement and the power pack refurbishment is also part of this scope. The stacker crawler tension adjustment needs to be done by the *Contractor* and any worn component of these crawlers must be replaced by the *Contractor*.
- The *Contractor* is to replace all tripper car travel drives.
- The *Contractor* is also to replace the stacker top slew pins and beams between the stacker and link conveyor. The stacker tripper car front-end bogie supports steel work and link conveyor tail-end support pin needs replacement.
- The *Contractor* must also inspect all the gearboxes oil levels and top up when required. The number of gearboxes on the plant at the stacker system is 21.
- The testing of structure welding, pin joints and bogie wheel system must be performed once per year.
- The inspection and maintenance of all the storm brakes on the boom conveyor slewing system and tripper car is part of the scope of work.
- The ash stacker system requires shifting every six months and the *Contractor* must perform the total scope of work. This involves main extendable tripper car rail extension, shifting of the shiftable conveyor to the new position, pulling of the main extendable tripper car to the new position, driving of the ash stacker to the new position and the removal of all anchor plates and the installation of all anchor plates.
- The *Contractor* is to build new conveyor modules and perform belt extension every two shifts.
  - The installation of all idlers is part of the scope of work. The conveyor module extension is 80 meters. The two splices must also be performed by the *Contractor*.
- The *Contractor* is also responsible to handle the 3, 3 kV cables during the shift. New cable joints, once per year, needs to be done by the EMD *Contractor*. Eskom will do the C&I part of this shift.
- The *Contractor* must also repair any rail failures during the stacker shifting process. The *Contractor's* land surveyor must set out the centre pins for the extendible conveyor and shiftable conveyor before the shiftable conveyor tail end station and shiftable conveyor plat forms can be constructed before the stacker shift starts. During conveyors extending and shifting the *Contractor* must ensure that the survey for align straight the belt through its length from the tail end to the discharge chute is conducted and review by Eskom whenever the extension or shifting take place.
- The *Contractor* shall ensure that the belt is straight and all possible misalignment of the conveyor structure is within recommended coordinates.
- The *Contractor* on the weekly report to be issued to Eskom Engineering may suggest engineering solution or change of maintenance frequency.
- The *Contractor* must also perform spreader system plant inspection two times per week; perform the required repairs, cleaning and replacements. The *Contractor* must make sure that this is on standby and reliable in case of stacker system failure.
- The chutes and belt scrapers require cleaning once per week. Since this system is standing most of the time, there is more than enough time to perform the required maintenance work.
- The *Contractor* must also ensure that the spreader system must not operate more than 15% of the time.
- The *Contractor* must keep record of the running hours of the stacker and spreader systems. This will ensure that the two ash dumps are in balance.
- The spreader boom conveyor support cables, major structure, pivot points and bogie wheels support steel work must be tested at the welding joints. This testing frequency is once per year.
- The *Contractor* must also perform rail extension in front of the machine, so that this machine can stack the ash at the crest of the ash dump. The standby extendable conveyor requires belt extension three times per year. Please note it is depended on the usage of this machine. The standby extendable conveyor needs surveying and shifting of modules, so that this conveyor only has



one horizontal radius of 5000 meters. It will help with the belt training. The conveyor length is 3300 meters.

- The conveyor length extension is 80 meters and the belt splices is part of the scope of work. The *Contractor* must also assemble the conveyor modules on the plant. The handling of these modules and belting has to be performed by the *Contractor*. The handling of the rails and sleepers are part of the scope of work. The length of each rail is approximately 18 meters. The 11kV to 3, 3 kV transformer also require shifting to the location. This normally happens once per year. The shifting of this transformer and the two cable joints is part of the scope of work.
- The *Contractor* is responsible of all the lubrications and inspections and top ups of all the gearboxes and fluid coupling. The number of greasing points is 94. The number of gearboxes involved with the standby system including the shuttle conveyor is 15. The *Contractor* is also to check the spreader luffing hydraulic system, which involves the maintaining of the oil level, repairs of any oil leaks and the replacement of the oil filters. The inspection and maintaining of the power and control cable reel gearboxes and magnet couplings are also part of the scope of work. The spreader eight travel drives need replacement.
- There are four critical scoop fluid couplings at the Ash Overland Conveyor belts on north and south overland conveyors. These couplings require filling up of oil after repair or after inspection, oil leak inspection, and visual inspection in terms of vibration monitoring, alignment with electric motors and gearboxes as well as temperature monitoring. The oil coolers must be inspected for any leaks, condition of the cooling fins, oil circulation, fan operations and be inspected every week. The *Contractor* shall ensure that there is no oil/grease leak around the gearboxes, pulleys, couplings and motors. Any oil or grease spillage found around ash plant must be investigated and documented.
- The *Contractor* is also responsible for the north and south dam pump stations. The pumps and pipelines inspections frequency should be at least two times per month. If any repairs are required on these pumps, it is part of the maintenance scope of work. The brine water pipeline and potable water pipelines from TT02 to the sprayers and potable head tank must be inspected by the *Contractor* and any repairs and HDPE pipe welding need to be performed by the *Contractor*.
- The south and north dams pump houses need to be inspected and these pumps needs test running once every week. Any water leaks need to be repaired. The sump pump sump needs to be inspected and the sump pumps needs to be tested once a week, to make sure that it is available to drain any water from these pump house floors. Any water leak on the discharge pipeline needs to be repaired by the *Contractor*.
- In terms of spares the *Contractor* is responsible for ensuring that the spares are levelled up and all the spares available are readily available and in good working conditions whenever required. Eskom has a routable process where the *Contractor* can be very aware that the spare is no longer repairable. If the spare is no longer repairable or the cost of repairing is 70% or more than one of the new spare must be bought based on routable process.
- The *Contractor* shall review the current recommended spares and advise where there is a need to adjust the spares required to ensure that Ash Plant Facility is reliable, available and maintainable to suit operating and maintenance philosophy. The *Contractor* shall have a capability of conducting reliability centre maintenance where the *Contractor* will adhere to automated preventative maintenance stored in the system.
- If there is any steel work repairs and steel sections, replacement need on the conveyors and stacker/spreader system, then the *Contractor* needs to do these steel work repairs.
- The *Contractor* is also responsible for any lifting which may be required during heavy equipment removal, handling and installation.

### 1.1.2 Quality Control

- The *Contractor* shall prepare a method statement for each and every to be executed and quality control document which are required to be sent for approval before any work can be executed. The

Eskom Contract Supervisor of the area shall give a good ahead for any repair and installation that will be required.

- All conveyor belt splicing must have quality control plan and be inspected by Eskom Contract Supervisor to ensure the quality work of the splice. The bolts and nuts shall always meet the design specification. If the *Contractor* is not sure about the specification, *Contractor* should consult with the Eskom Engineer of the area. All splicing of the belt will require the splicing procedure and quality control plan to be sent for Eskom review and approval.
- All welding repairs and structural repairs must be done with accordance to Eskom latest version of welding rule book. All design standards must be adhered to and Welding Procedure Specification (WPS) must be approved. Welding Procedure Specification (WPS) must be supported by welding qualification records and welder's qualifications.

The *Maintenance* shall include as a minimum the following activities and interventions:

- Approval of Method Statement and quality control plan – hold point for Engineer;

### 1.1.3 Procedures, Guidelines & Other Documents

- Quality Control Plan.
- Method Statement.
- Splicing procedure submitted by the *Contractor*.

### 1.1.4 General

- The *Contractor* must have enough artisans and labourers to maintain the inside and outside running plant, during the stacker shifting period or during the belt and rail extension on the spreader machine. The *Contractor* may reduce the work force during the normal operation of the ash conveyor plant.
- The *Contractor* is also responsible for the general site cleaning and workshop cleaning.
- The *Contractor* must have at least eight responsible persons who can take out plant isolation permits and he/she must supply sufficient manpower for standby purposes. The working hours during plant breakdowns must not exceed the hours as specified by law. The *Contractor* must be able to replace tired workers. There should be sufficient personal that the *Contractor* can work at four places at the same time. Each team needs to work independently from other teams by have its own responsible person and artisans. The artisan of each team will communicate among the different teams and with operating and to *Contractor's* supervisors with two-way radios.
- The *Contractor* should have two supervisors.
- The *Contractor* is responsible to dispose scrape metal in the correct bins and the spares and tools have to be safe keeping in the stores in a neatly manner.
- The *Contractor* personnel have to be transported in buses with safety belts and the *Contractor* may not transport his personal behind bakkies (LDV).
- The *Contractor* must perform toolbox meeting every morning before any work can start and the *Contractor* must also inspect the tools for safe usage.
- The *Contractor* is to perform a risk assessment before any task is performed and he/she is to refer to the attached "Safety and health & environmental requirements for *Contractors*" to insure safe working environment.
- The *Contractor* is responsible for lifting slings and chain blocks inspection. All lifting equipment must be inspected by Eskom and the *Contractor* is responsible to take it to the riggers' workshop for testing and inspection.
- In case for replacements of any gearbox, pulley and fluid drive, the *Contractor* must take the defected gearbox, pulley or fluid drive to Eskom's Main Stores for repairs. All spares, including belts must be handled by the *Contractor*. The *Contractor* may use the crane with the operator and the tractor and trailer from Eskom. The *Contractor* has to make all the arrangements.
  - *Contractor* to provide rigging equipment up to 15 Tons
  - *Contractor* to provide Hydraulic bearing puller on an "as and when required" basis to perform work

- Alignment Technicians must be able to perform laser alignment and provide certificates after every alignment activity
- All work will be issued via SAP Maintenance system.
- The *Employer's* Lifesaving rules, Safety rules / procedures to be adhered to.
- Standby crew to attend to breakdowns on an "as and when required" basis.
- All Artisans to be authorized in terms of Plant Safety Regulations (PSR) within 6 months after the contract has been awarded.
  - All Artisans to provide standard toolbox in order to perform their duties
- The *Contractor* must provide Quality Control Plan documents for approval by *Service Manager* prior to performing any activity.
- The *Contractor* to provide proof of experience (CVs) and qualifications for all personnel.
- The Artisan must have a Red Seal qualification (section 28 will not be allowed)
- Eskom Standard Complete toolbox set per artisan. Refer to artisan toolbox list.
- In the case of absence for more than two days (Sick or Annual Leave) a substitute must available to maintain the plant.
- In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Annual leave or negotiated leave with the *Service Manager*, The personnel must be replaced immediately with the same skill level, qualifications and experience
- Rigging tools and electrical equipment to be inspected regularly and filed as per the OHSACT requirement.
- All PPE to be provided by *Contractor*.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after completing a task.
- All communications must be printed and filed on *Service Manager's* file.
- Timesheets to be logged and signed by Contract Supervisor and *Contractor*.
- Daily attendance register must be submitted on a daily basis to the Contract Supervisor
- Site Manager to provide weekly plant status report
- Provide SANS approved Safety harnesses as per the Safety Requirements of the *Employer*.
- Yearly induction must be attended all personnel.
- Workshop portable tools to be provided by the *Contractor*.
- *Contractor* to provide QCP's and programme
- Safety Officer to provide monthly safety report

### 1.1.5. Tools and equipment: List

- Torque wrenches
- Hydraulic pullers, 50 tons and 100 tons
- Hydraulic power pack with four 100-ton jacks
- Jacks, 25 mm, 50 mm, 100 mm, 200mm and 300 mm
- 2 x Mobile Welders on trailers set.
- Generator 220/380V , 60 A
- 4 x 200 Watts Spotlights on stands
- 15 ton crane to handle heavy equipment.
- 2 x trailers for idler handling
- 4 x belt stands, two 10 tons and two 4 tons
- Angle grinders.
- Laser Alignment equipment and clock gauges for conveyor drives alignments. (Pruftechnik)
- Two -way radios with batteries and chargers.
- 2 x Long feeler gauges, 729865 B for pulley bearings
- 2 x HN 4-16 Hook spanner adjustable for pulley bearings
- 2 x TMFN 23-30 Impact spanner for pulley bearings
- 2 x TMFN 30-40 Impact spanner for pulley bearings
- 2 x TMFN 40-52 Impact spanner for pulley bearings

- 2 x TMJL 100- Hydraulic pump 100 MPa for pulley bearings
- 2 x 7298619 E – Hydraulic pump 150 MPa for pulley bearings
- 2 x Copper hammer, THO527 – 0160 – 25 mm for pulley bearings
- 2 x Copper hammers, THO527 – 0161 – 32 mm for pulley bearings
- 2 x Lock spanner set, TMHN 7 for pulley bearings
- 2 x Hydraulic nut, HMV 34E for pulley bearings
- 2 x Hydraulic nut, HMV 36E for pulley bearings
- 2 x Hydraulic nut, HMV 38E for pulley bearings
- 2 x Hydraulic nut, HMV 44E for pulley bearings
- 2 x Hydraulic nut, HMV 48E for pulley bearings
- 2 x Hydraulic nut, HMV 52E for pulley bearings
- 2 x Axial lock nut socket, TMFS 11 for pulley bearings
- 2 x Axial lock nut socket, TMFS 16 for pulley bearings
- 2 x Axial lock nut socket, TMFS 17 for pulley bearings
- 2 x Axial lock nut socket, TMFS 20 for pulley bearings
- 750 kg chain blocks per artisan.
- 2 x Mobile cutting torch trailers with spare wheels and fire extinguishers.
- Belt clamps. 4 x 750 mm, 4 x 1200, 4 x 1800.
- HDPE class 16 pipe welding machines, from OD 63 to OD 355.

## 1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
COC	Certificate of Compliance
CPA	Cost Price Adjustment
HDPE	High Density Polyethylene
HV	High Voltage
ISO	International Organization for Standardization
LAR	Local Access Register
ORHVS	High Voltage Regulations
OSHACT	Occupational Health and Safety Act
PIR	Performance Improvement Report
PPE	Personal Protection Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan

QMS	Quality Management Systems
SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization
SOW	Scope Of Work
TBA	To Be Announced
TBC	To Be Confirmed
WWM	Work Week Management

## 2 Management strategy and start up.

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

- To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.

### 2.2 Management meetings

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

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

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

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

- Attendance of meetings as required by *Service Manager* such as:
  - Tutuka Power Station *Contractors* Safety Meeting (monthly)
  - Departmental Safety Meetings (monthly)
  - The *Employer's Contractor's* Monthly Safety Meeting
  - Section daily meetings
  - All Assessment meetings
  - Outage meeting as required
  - Any meeting requested by the *Employer* or *Contractor*

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

The *Contractor* will have permanent team of; -

## Maintenance

1 x Site Manager  
2 x Site Supervisors  
1 x Safety Officer  
10 x Qualified Fitters (- each artisan with PSR, (belt training, bearings, hydraulics, 5 ton rigging, belt scrapers, gearboxes, couplings, fluid couplings, idlers, stacker/ spreader etc)  
1 x Rigger  
5 x Semi-skilled  
12 x Assistants  
2 x Storemen  
2 x Boilermakers  
2 x Welder  
1 x Planner

As and when required team consists of

1 x Fitter  
1 x Boilermaker  
1 x Rigger  
1 x Welder  
1 x Semiskilled Rigger

As and when required special services

- drive alignment technicians
- HDPE pipe repairs

**Note: All Welders to comply with ISO 3834 requirements**

**All Artisans must have a Red Seal qualification (section 28 will not be allowed)**

## 2.4 Provision of bonds and guarantees

- N/A

## 2.5 Documentation control

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the *Employer's Supervisor* and *Service Manager* (to be announced by the *Employer*).
- All communications must be printed and filed in the *Service Managers* file.

## 2.6 Invoicing and payment

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

The *Contractor* shall include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;

- The *Employer's* VAT registration number 4740101508
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase Order number;
- Invoices can only be send in by e-mail once the GR number is released by the *Employer'*
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number [430103] and a cost center number on the Invoice) to be send directly to
- Invoicing and payment procedure to be followed.

## 2.7 Contract change management

- Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- In a case where one *Contractor* takes over from another *Contractor*, the Site Service Manager must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information
- Access
- Provision by the *Employer*
- Stopping work
- Work of the *Employer* or others
- Reply to communication
- Changing a decision
- Withholding acceptance
- Delayed tests or inspections
- Change of Affected property
- Materials, facilities, etc. for tests
- *Employer's* risks
- Assumption about Compensation Events
- *Employer's* breach of contract

## 2.8 Records of Defined Cost to be kept by the *Contractor*

- N/A

## 2.9 Insurance provided by the *Employer*

- Refer to Contract Data section 8.

## 2.10 Training workshops and technology transfer

- Induction training to be done before work commences on site
- All training required by the *Employer* will be on the *Employer's* account.
- Training will also be provided on new equipment to execute scope of work on site.
- must be authorised in terms of Plant Safety Regulations (Responsible Persons) within 6 months after the contract has been awarded.
- *Contractor* must be trained on working at height as per Eskom's standard procedure and training to be on *Contractor's* account.
- *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.
- The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works. First training will be on *Employer's* cost, if the *Contractor's* personnel failed the first attempt. The second attempt training will be on *Contractor's* cost.

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

## 2.11 Design and supply of Equipment

- In the case of modification, the *Employer's* modification process must be followed

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

### 2.12.1 Equipment

- N/A

### 2.12.2 Information and other things

- All reports / documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- The *Contractors* safety file will be handed over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract

## 2.13 Management of work done by Task Order

- A Task Order or Formal Letter is the instruction to commence work.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- No work shall commence until a Task order is issued, accepted and signed by both the *Employer* and *Contractor*
- Completion certificate to be issued after task order is completed and Assessment certificate to be completed

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

### 3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification 14RISK SRM – 084 to this Service Information.

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

## SHEQ Policy

### Eskom SHEQ Policy

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

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

### Contractor SHEQ Policy



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

Signed copy of the OHS policy shall form part of the SHE file.

### **SHE Plans requirements**

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

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

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

### **Health and Safety Arrangements**

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

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

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

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

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- *Contractor's* personnel will be required to work in confined spaces.
- Eskom Vehicle Safety Specifications 32-345
- Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

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

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

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

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

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

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

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

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

### **First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*

All *Contractor* personnel must have First aid and firefighting training

*Contractor* to provide own Fire extinguishers for site

### **Fire Precautions**

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

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction, and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

### **Security, fire protection and safety**

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

### **Fire protection**

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

### **Safety and incident prevention**

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

## Reporting of accidents

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

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

## Occupational Health and Safety Act 85 Of 1993 – SECTION 37

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

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

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

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

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

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

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

## Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

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

## 3.2 Environmental constraints and management

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

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

### 3.3 Quality assurance requirements

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

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

- QCP and contract quality plan standards as per QM 58 to be adhered to
- The *Contractor* must provide Quality Control Plan documents for approval by *Employer's Service Manager* performing any activity.

## 4. Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*.
- Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- *Employers Contract Supervisor* will be delegated by the *Service Manager*
- All personnel names on this contract and titles must be specified to the *Service Manager*.
- All *Contractors* personnel specified in this contract as per 2.3 to be on site at all times, unless on leave for maximum 5 days, otherwise replacement of same skill required.
- *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*
- All *Contractor* personnel to apply for Tutuka access via access work system.
- All new staff to be appointed in writing by the *Employer*.
- Contract Staff are not allowed to work on any other contract while employed on this contract.
- All new staff to do induction training, and re-induction annually.
- All replacements of staff will be in the same discipline with relevant experience (e.g. A Fitter artisan for a Fitter Artisan with proof of qualifications)
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work application to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange changes with *Service Manager*.
- *Contractor* must be trained on cranes and have crane operating licence

**4.1.2 BBBEE and preferencing scheme**

- As per clause Z3 within contract data.

**4.1.3 Procurement Requirements****PPPFA STRATEGY**

Indicate the percentage (%) that is allocated to:

Price	<b>90%</b>
BBBEE Status	<b>10%</b>
Designated commodity (Yes/No)	<b>No</b>

**4.2 Subcontracting****4.2.1 Preferred subContractors**

- Sub-Contracting will only be allowed with permission from the *Service Manager*

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

- N/A

**4.2.3 Limitations on subcontracting**

- 25% of the Scope can be subcontracted **or** As per SDL&I requirements

**4.2.4 Attendance on subContractors**

- N/A

**4.3 Plant and Materials****4.3.1 Specifications**

- All plant spares and materials to be inspected (Quality checked) before installing at plant.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing the day before the material will be needed.
- The *Contractor* to transport tools and materials from and to the work site.
- Work and QC do be done according to *Employer's* regulations and procedures
- The *Contractor* will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- Contractor* must be "trained and be authorised" with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope
- In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

**4.3.2 Correction of defects**

- All Correction within 90 days on the same plant will be seen as re-work

- Rework of work will be seen as rework within a time from 0 to 90 days. Rework will be on the *Contractor* account.
- All work to be done must be done under a permit to work or lock out procedure as required by PSR. Some plants are trip risks and can only be worked on during outages or units shut downs.
- All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

#### 4.3.3 **Contractor's procurement of Plant and Materials**

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

#### 4.3.4 **Tests and inspections before delivery**

- All plant spares and materials to be inspected (Quality checked) before installing at plant.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.

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

- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.

## 5 **Working on the Affected Property**

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

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

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

- Normal working hours is *Employer's* working hours  
     Monday to Thursday      07:00 - 16:15  
     Fridays                      07:00 - 12:00  
     40 hour Work week
- Overtime on a as and when required basis, but must be approved by the *Service Manager*
- Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's Contractors* time sheets to be used
- Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)
- The *Contractor* must be available for any plant break downs during after hours, week-ends and public holidays. The *Contractor* must be on site within 1 hour after been called out.
- All overtime worked must comply with *Employer's* overtime policy

- All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

### 5.3 Health and safety facilities on the Affected Property

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

# Facilities as designated by the *Employer*

- Toilets

#### First aid centre

The *Contractor* provides a first aid service to his employees and *SubContractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid *Services* are only available for serious injuries and life threatening situations.

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

### 5.4 Environmental controls, fauna & flora

#### Environmental management

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

#### Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

- The *Employer's* periodically collects waste from the bins for disposal in the correct manner.

No waste should be burned or buried on site.

Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

#### Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges

- Blue box for recyclable paper

### **Hazardous Substances**

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

### **Radiation protection**

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

### **Handling of waste produced by the Contractor**

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

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

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

### **Waste from the cleaning and maintenance of equipment**

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

### **Stockpiling of waste**

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

### **Hazardous waste**

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

### **Pest Control**

Only approved herbicides with a low environmental risk shall be used for pest control.

- Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

### **Water Conservation**

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.



Report/fix leaking taps and pipes to save water.

- Use water sparingly.

Chemical substances shall not be disposed of in waste water or storm water drains.

### **Air Pollution**

Dust suppression measures must be in place to reduce airborne dust.

Noxious and offensive odours arising from work activities shall be adequately controlled.

### **Ground Pollution**

Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

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

## **5.5 Cooperating with and obtaining acceptance of others Interface with Others**

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

### **Planning**

Programmes are submitted in hard and electronic copy.

### **Monthly progress report**

A monthly progress report will be submitted to the *Service Manager*

### **Completion**

This section specifies what the *Contractor* has to do for Completion.

### **Requirements for Completion**

Completion is when the *Contractor* has done all the work, which the Service Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

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

## **5.6 Records of Contractor's Equipment**

- *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping.

- *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

## **Electrical & Instrumentation equipment and appliances**

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

### **5.7 Equipment provided by the *Employer***

- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract under Supervision

### **5.8 Site Services and facilities**

#### **5.8.1 Provided by the *Employer***

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.

#### **Supply of electricity**

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

#### **Water**

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

#### **Accommodation of the *Contractor's* employees**

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

#### **Telecommunications**

The *Contractor* provides his own communication system and the cost thereof.  
All private telephone calls / Internet usage will on the account of *Contractor*.

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

**Facilities availability**

*Employer* will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and *Services* available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or *Services*.

**5.8.2 Provided by the Contractor**

- *Contractor* to provide and ensure safe transportation *Services* for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide own staff refreshments, Coffee, sugar, milk, tea etc.
- All computers and printers accessories needed to be provided by the *Contractor*
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide own accommodation and meals for his / her employees and costs for this to at *Contractor's* costs
- All PPE to be provided by *Contractor* at own costs including Arc flash PPE and acid redounded PPE and must be SABS approved.
- Provide SANS approved Safety harnesses as per *Employer's* Safety Requirements.
- *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- Supply a letter undertaking that the *Contractor* does have the correct tools and equipment to perform activities, *Contractor* also to provide a list of tools and equipment that is registered on the company's register to execute contract's scope.
- QCP's and Certified Letters to be provided as a proof of previous similar activities done, with references of previous activities done.
- The *Contractor* to provide a full detailed Technical Method Statement with regard to scope of work on
  - how ash disposal system, coarse ash conveyors, ash conveyors, conditioner conveyor, conveyor system, ash systems etc will be done.
  - Supply a letter of undertaking that the *Contractor* does have the correct tools and equipment to perform the activity
  - *Contractor* also to provide a list of tools and equipment that is registered on the Company's register.
- *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- *Contractor* to provide own lead lights
- Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award
- The *Contractor's* employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- Company Tool list of all the equipment to be provided to the *Service Manager*.

**Personal Protective Equipment**

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

**Housekeeping**

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.  
The *Contractor* will comply with good Housekeeping standards whilst working on the *Employers* site.

**Access permits**

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

- Name
- ID Number
- Company
- Validity date

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

The *Contractor* applies with Tutuka Power Station Protective *Services* for the issuing of permits.

The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective *Services*, or can be faxed to (017) 612 6312.

The form contains the following information:

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

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

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

The Chief of Protective *Services* may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective *Services*, constitutes a security risk.

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

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

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

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

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

### **Standby personnel**

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

### **Temporary cabling**

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

## **5.9 Control of noise, dust, water and waste**

- All necessary and relevant PPE must be used at all times when entering or working on plant and in workshop.

- Work Permit Risk Assessment forms must be completed before commencing with any task.
- All relevant procedures to be used at all times.

## 5.10 Hook ups to existing works

### 5.10.1 Constraints on how the *Contractor* provides the service

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- The main *Contractor* is accountable for the management of their sub-*Contractors* and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-*Contractors* and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Principle *Contractor* will be penalised.
- The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules , regulations and procedures
- The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* must submit Curriculum Vitae's of its entire staff prior to work commencing on site.
- The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- All *Contractor* supervisors must be authorised in Plant Safety Regulations as per legislative requirements and the period within which this requirement must be fully met, will be finalised and confirmed within six months on contract award.
- The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*
- Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- The *Contractor* and his employees may only smoke in the allowed / designated areas.
- The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

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

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

- a) Site Manager must have 3 years relevant experience on similar plant as stipulated in this contract plus a National Diploma in Engineering
- b) Supervisor must have 2 years relevant experience on similar plant as stipulated in this contract plus a National N Diploma in Mechanical Engineering

- c) Fitters must have 2 years relevant experience on similar plant as stipulated in this contract plus trade test. A minimum of 1 Artisan must have underwent laser alignment training. 3 x PSR Authorised
- d) Rigger must have 2 years Rigging experience on similar plant as stipulated in this contract plus Rigging trade test.
- e) Welder must have 2 years welding experience on similar plant as stipulated in this contract plus Welding trade test. All Welders to comply with ISO 3834 requirements.
- f) Boilermakers must have 2 years relevant experience on similar plant as stipulated in this contract plus Boiler making trade test.
- g) Safety Officer must have 2 years practical experience, possess a National Diploma in Safety Management.
- h) Semiskilled must have completed grade 12 and trained to execute the scope of work as per this contract and 1 year experience on similar plant
- i) Semiskilled Rigger must have completed grade 12 and training in basic rigging to execute the scope of work as per this contract and 1 year experience on similar plant.
- j) Artisan Assistants must be able to speak, read, write and understand English and have a minimum completed grade 12 and trained to execute the scope of work as per this contract.
- k) The Planner must have 2 years relevant experience with N4 Engineering Certificate, Primavera and / or MS Project Certificates trained to execute the scope of work as per this contract.
- l) The Storeman must be able to speak, read, write and understand English and have a minimum completed grade 12 and trained to execute the scope of work as per this contract.
- m) Alignment Technician must have a trade test or a National Diploma with laser alignment certificate plus 5 years post laser alignment experience.
- n) The company to be able to do HDPE repairs for at least a minimum of 3 years

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

- Quality Control check sheets to be done between *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold and witness points

### 5.11.2 Materials facilities and samples for tests and inspections

- QC check sheets

### 5.11.3 Warranty on Load Tests

- N/A

## 6 List of Drawings

### 6.1 Drawings issued by the *Employer*

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

## 7 Low Service Damages

X17 LOW SERVICE EVEL TABLE			
ITEM	DESRICPTION OF TASK	MEASUREMENT	DAMAGES TO BE IMPLEMENTED
Late arrival to work /reporting late for duty / (Start time is 7am)	When arriving after 7am, but before 8am without valid excuse.	Per Individual per Incident	1% of monthly fixed cost per relevant Individual rates
Late arrival to work / reporting late for duty / (Start time is 7am)	When arriving after 8am without valid excuse.	Per Individual per Incident	2% of monthly fixed cost per relevant Individual rates
Leave site before 16H15	Leaving site before 16H15 without permission from <i>Service Manager</i> in writing	Per Individual per Incident	1% of monthly fixed cost per relevant Individual rates
PSR and HV authorisations	Whenever Authorisations expires and not renewed in time	RP per Incident	1% of monthly fixed cost of RP rates
Work completed	Daily work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Per Day – Maximum after 2 incidents per month	0,5% of monthly fixed price (For every two incidents per month)
SHEQ violation	Violation from the same individual	Violation from the same individual	First offence Disciplinary action; Second offense within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i> ).

## 8 Annexure C: Key Performance Indicators

Key Performance indicator (Ash conveyor maintenance)

### 8.1 X20 - Key Performance Indicators (only a sample below)

	KPA	Objective	Weight		Base	Target	Ceiling	YTD		YE	
								A	S	A	S
1	Repair Times on Priority 1										
	Priority 2				24 hours						
					72 hours						
	Priority 3				Completed within 5 weeks						
2	Standby response time										
					1 hour						
3	Scheduled Compliance					98%					
4	PM Compliance					100%					
5	Statutory work					No violation					
6	Priority 1 work order not closed within 24 hrs					Less than 1 outstanding					
7	Priority 2 work order not closed within 24hours					Less than 2 outstanding					
8	Safety Defect					To be attended within 24hrs					