



NEC3 Term Service Contract (TSC3)

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

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

for Maintenance and Load Testing of all Cranes and
Hoists during normal maintenance for a period of 8
years at Tutuka Power Station

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Maintenance and Load Testing of all Cranes and Hoists during normal maintenance for a period of 8 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 ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

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

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 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 and Load Testing of all Cranes and Hoists during normal maintenance for a period of 8 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 nd last page
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	96 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25 th 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	Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i>
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	As per Z12 clause in this contract
80.1	These are additional <i>Employer's</i> risks	1. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document
9	Termination	NEC3 core clause 9 shall be applied for termination.
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 <i>service</i> at intervals no longer than	N/A
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration

		Foundation of Southern Africa (AFSA).																		
	Address	[•]																		
	Tel No.	[•]																		
	Fax No.	[•]																		
	e-mail	[•]																		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.																		
W1.4(2)	The <i>tribunal</i> is:	arbitration																		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																		
	The place where arbitration is to be held is	[•] South Africa																		
	The person or organisation who will choose an arbitrator																			
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee																		
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.																		
12	Data for secondary Option clauses																			
X1	Price adjustment for inflation																			
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>0.60</td><td>Labour</td><td>Seifsa Table (C3)</td></tr> <tr> <td>0.20</td><td>Liftin handling equipment</td><td>Seifsa Table P-2</td></tr> <tr> <td>0.10</td><td>Transportation</td><td>Seifsa Table (L2)</td></tr> <tr> <td>0.10</td><td>Fixed</td><td></td></tr> <tr> <td>100</td><td>Total</td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.60	Labour	Seifsa Table (C3)	0.20	Liftin handling equipment	Seifsa Table P-2	0.10	Transportation	Seifsa Table (L2)	0.10	Fixed		100	Total	
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100	Total																			
X2	Changes in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date																		
X17	Low service damages																			

X17.1	The <i>service level table</i> is in	Annexure A on the second last page of this contract document
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 month after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Within the same day of receiving the Purchase Order
X20	Key Performance Indicators (not used when Option X12 applies)	Annexure C On the last page of this document
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract
X20.2	A report of performance against each Key	6 months interval

Performance Indicator is provided at intervals of

Z

The *additional conditions of contract* are

Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the

time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment

equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

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

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract

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

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

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

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <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:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	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:

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

- Understands the function of the Price List and how work is priced and paid for;
- 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	Estimated Quantity	Rate	Price
1	Monthly Fix Price (includes :- Normal working Hours , Mon – Friday,	Month	96		
	1 x Supervisor/Crane Technician	Hr			
	1 x Millwright	Hr			
	2 x Semiskilled	Hr			
2	Normal Overtime and Saturdays @ 1.5	Hr			
	1 x Supervisor/Crane Technician	Hr			
	1 x Millwright	Hr			
	1 x Semiskilled	Hr			
3	Sundays and Public holidays Overtime @ 2				
	1 x Supervisor/Crane Technician	Hr			
	1 x Millwright	Hr			
	1 x Semiskilled	Hr			
4	Standby Allowance for 1 team				
	for 1 team (1x Millwright, 1 x Semiskilled)	/Day			
	Standby Phone	/ Month			
5	Preliminary & General				
	Fixed Charges items				
	Site Establishment – once off	EA			
	Site De-establishment – once off	EA			
	Safety File, medicals	Yearly			
	PPE (torch, safety harness, 2 x overalls per year, safety shoes, hard hats, goggles, arch flash suits)	Yearly			
6	Time Related items				
	Home-work-Home (60km)	KM			
	Travelling for call out (LDV) at 60 km	KM			
Total Prices Tendered Excluding VAT					

Note:

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**

Note:

Tenderers shall allow in their rates for the cost of all materials, labour, profit, supervision and all other costs which may be incurred in the proper execution of the works

Gatekeepers:

- **The Tenderer to provide a valid certificate from Department of Labour (DOL) confirming their registration in terms of regulation 19 of the OHS Act as a Lifting Machinery Entity (LME).**
- **The Tenderer to have a Lifting Machinery Inspector (LMI) and who is registered by the Engineering Council of South Africa in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000). The Tenderer provides LMI's ECSA Registration Certificate.**

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

- The scope of work entails maintenance services, inspection, repairs and load testing of all Cranes and Hoists during normal maintenance at Tutuka Power Station

LIST OF TUTUKA CRANES

- Below is the list of the Tutuka cranes forming part of the scope.

AKZ	DESCRIPTION
01Q001	TRB HSE SEMI PORTAL CRANE 10T EAST
02Q001	TRB HSE SEMI PORTAL CRANE 10T WEST
10Q001	TRB HSE 80T/32T O/HEAD CRANE EAST
20Q001	TRB HSE 80T/32T O/HEAD CRANE WEST
01Q001	ID FAN IMPELLER HOIST 40 T COMBINATION
01Q001	UNIT EAST FD FAN MTR HOIST 1 12.5T
02Q001	UNIT WEST FD FAN MTR HOIST 1 12.5T
10Q001	CW P/P HSE EAST CRANE
20Q001	CW P/P HSE EAST CRANE
10D001	MECH W/SHOP 40T/16T CRANE
10Q002	WELD W/SHOP 10/T SEMI PORTAL CRN
20Q001	ELECT W/SHOP 1.6T CRANE
30D001	ROTK WORKSHOP 1.6T CRANE
10Q001	LPS BLDG 5T O/HEAD CRANE
10Q001	STORES 40 T CRANE
20Q001	STORES 2
30Q001	OLD STORE 5 T HOIST (NTH STORE)
40Q001	OLD STORE 5 T HOIST (STH STORE)
10Q001	FIRE P/P HSE MORRIS 5 T CRANE
10Q001	U1&2 ASH COND HOIST
20Q001	U3&4 ASH COND HOIST
30Q001	U5&6 ASH COND HOIST
01Q111	EDR BLDG 3 T CRANE
81Q001	CHEM 2 T CRANE

10Q001 U1 REARWALL HOIST 10 T
 01Q001 U 1 WEST 25T FD FAN IMPELLER HOIST
 01Q002 U1 EAST & U2 WEST 25T FD FAN IMPELLER HO
 01Q001 U1 MILL MTCE CRANE EAST
 02Q001 U1 MILL MTCE CRANE WEST
 03Q001 U1 MILL BALL LOAD HOIST EAST
 04Q001 U1 MILL BALL LOAD HOIST WEST
 01D001 U1 COAL SILO LASCH HOIST
 01D002 U1 COAL SILO RADIAL CRANE
 02D001 U1 RCLM CONV 1 DRV HSE HOIST WEST
 04D001 U1 MILL OVER BINS HOIST EAST
 04D002 U1 MILL OVER BINS HOIST WEST
 06D001 U1 & 2 INCL RCLM CONV CRANE
 10Q001 U2 REARWALL HOIST 10 T
 01Q001 U2 EAST & U 3 WEST 25T IMPELLER HOIST
 01Q001 U2 MILL MTCE CRANE EAST

02Q001 U2 MILL MTCE CRANE WEST
 03Q001 U2 MILL BALL LOAD HOIST EAST
 04Q001 U2 MILL BALL LOAD HOIST WEST
 01D001 U2 COAL SILO LASCH HOIST
 01D002 U2 COAL SILO RADIAL CRANE
 02D001 U2 RCLM CONV 2 DRV HSE HOIST EAST
 04D001 U2 MILL OVER BINS HOIST EAST
 04D002 U2 MILL OVER BINS HOIST WEST
 00IM50Q001 THERMAL
 10Q001 U3 REARWALL HOIST 10 T
 01Q001 U3 EAST & U4 WEST 25T FD FAN IMPELLER HO
 01Q001 U3 MILL MTCE CRANE EAST
 02Q001 U3 MILL MTCE CRANE WEST
 03Q001 U3 MILL BALL LOAD HOIST EAST
 04Q001 U3 MILL BALL LOAD HOIST WEST
 01D001 U3 COAL SILO LASCH HOIST
 01D002 U3 COAL SILO RADIAL CRANE
 02D001 U3 RCLM CONV 3 DRV HSE HOIST WEST
 04D001 U3 MILL OVER BINS HOIST EAST
 04D002 U3 MILL OVER BINS HOIST WEST
 05D001 U3 & 4 INCL RCLM CONV CRANE
 10Q001 U3 REARWALL HOIST 10 T

01Q001	U4 EAST & U5 WEST 25T FD FAN IMPELLER HC
01Q001	U4 MILL MTCE CRANE EAST
02Q001	U4 MILL MTCE CRANE WEST
03Q001	U4 MILL BALL LOAD HOIST EAST
04Q001	U4 MILL BALL LOAD HOIST WEST
01D001	U4 COAL SILO LASCH HOIST
01D002	U4 COAL SILO RADIAL CRANE
02D001	U4 RCLM CONV 4 DRV HSE HOIST EAST
04D001	U4 MILL OVER BIN HOIST EAST
04D002	U4 MILL OVER BIN HOIST WEST
10Q001	U5 REARWALL HOIST 10TON
01Q001	U5 EAST & U6 WEST 25T FD FAN IMPELLER HC
01Q001	U5 MILL MTCE CRANE EAST
02Q001	U5 MILL MTCE CRANE WEST
03Q001	U5 MILL BALL LOAD HOIST EAST
04Q001	U5 MILL BALL LOAD HOIST WEST
01D001	U5 COAL SILO LASH HOIST
01D002	U5 COAL SILO RADIAL CRANE
02D001	U5 REC CON DRV HSE HOIST WEST
04D001	U5 MILL OVER BIN HOIST EAST
04D002	U5 MILL OVER BIN HOIST WEST
05D001	U5&6 INCL RCLM CONV CRANE
10Q001	U6 REARWALL HOIST 10 TON
01Q001	U6 EAST FD FAN IMPELLER HOIST
01Q001	U6 MTCE CRANE EAST
02Q001	U6 MTCE CRANE WEST
03Q001	U6 MILL BALL LOAD HOIST EAST

1.2 *Employer's requirements for the service*

- All Tutuka cranes service are performed as per the requirement stipulated in the latest version of the Occupational Health and Safety (OHS) Act 85 of 1993, Driven Machinery Regulations, Part 18 Lifting machines and lifting tackle.
- The *Contractor* must be a lifting machinery entity (LME) and employs lifting machinery Inspector (LMI) who is responsible for performing thorough examinations and a performance test on all Tutuka cranes in accordance with the standards to which the crane was manufactured, as well as the servicing of the entire crane installation.
- All services to be done in accordance with the OEM standards and procedure, as well as the referenced Eskom procedures, standards and plant safety Regulations.
- All spares removed and returned to Tutuka premises are to be declared at the main gate entrance where the removal permit for the spares must be produced as requested by the Tutuka protective services personnel
- Transportation of equipment and rigging requirement will be arranged by the Employer
- The *Contractor* provides a standby team consisting of at least one Qualified Millwright, and Semiskilled on an as and when required basis
- The Artisan to be authorized in terms of the plant safety regulation (PSR) and hot work permit within the first six (6) months of the contract start date.
- PSR training will be financial covered by the *Employer* for the first training session only, thereafter it will be on *Contractor's* cost should *Contractor's* employees fail.
- The *Contractor* complies at all times with the requirements of Plant Safety Regulations, which includes the compliance with the permit to work system as stipulated. Failure of which may result in immediate *Contractor* termination.
- The *Contractor* performs the house cleaning in accordance with Tutuka procedures to ensure that the area worked on is clean and all debris is removed at all times during and after the completion of work.
- The *Contractor* to complete all the required inspection cards and corrective work orders.
- The *Contractor* to be at the specific working area location as defined in the task order or by the contract supervisor

- If a need arise for the *Contractor* to move from the working area for any reason other than safety, it must be under a written permission of the Contract Supervisor.
- *Contractor's* site access is granted by Tutuka Power Station protective services as requested by the Service Manager
- No employees will be transported on an open vehicle (i.e.at the back of bakkie without canopy). All the *Contractor's* vehicles must comply with the Eskom's requirements
- Daily time sheets will be handed in weekly to the Contract supervisor for approval.
- The *Contractor* performs work in line with Tutuka working hours.
- Requests for the absence from the work place to be approved by Tutuka Power station. The *Contractor* ensures that there are adequate resources (personnel with the required minimum skills and qualification) at site all times.

General

- All work undertaken must be done in accordance with workflow service and other things provided by the *Employer*
- The *Contractor* will familiarise himself with the plant and the dangers / hazards of obstacles in the vicinity of lifting beams / equipment and all power driven machinery that require load testing, as Eskom will not be liable for any occurrence that can lead to a compensation event.
- The *Contractor* to provide proof of experience and qualifications for approval by all personnel
- The *Contractor* will report to the *Services Manager*.
- All work to be done under permit to work.
- The Employer's Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- All tools and electrical equipment must be inspected regularly and filed as per OSHACT requirements
- All assessments must be signed off by both the *Contractor* and *Service Manager*
- The *Service Manager* will verify that the work performed as per Assessment is in fact a true reflection of work performed, support documentation will be required from the *Contractor*
- For additional training required due to turn over, the cost will be recovered from the *Contractor*.
- The response time during a call out will be one hour from time the call is logged at Tutuka Power Station
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after completing a task.
- Tools, equipment and slings to be regularly inspected by *Contractor* and check sheet must be filed.
- The *Contractor* will be authorised in Eskom Plant Safety Regulations (PSR) permit system within 6 months.
- Work Permit Risk Assessment Form must be completed before each task.
- All Eskom required training will be provided by Eskom.
- All personnel who enter the station must abide to Eskom rules and regulations and will comply with Eskom Life Saving rules.
- All communications must be printed and filed in *Service Manager's* file.
- Timesheets to be logged and signed by *Services Manager* and *Contractor*.
- All PPE to be provided by *Contractor* and must be SABS approved.
- All work to be done under permit to work.
- Yearly induction for all personnel.
- All work to be issued via the Task Order & SAP Plant Maintenance system (Work Order & Purchase Order). In other words, a formal written Task Order, Work Order and Purchase Order Number is completed and signed by both the *Contractor* and the *Service Manager* before commencing of any work.
- In case of rework caused due to the *Contractor's* negligence, all costs will be on the *Contractor's* account.
- When changing personnel a new access to work form to be completed by the *Contractor*.
- Only specified approved amount of personnel to be allowed on site, pre arrange with *Service Manager*

Special Request

- The *Contractor* must be a Lifting Machinery Entity (LME) Certified
- All loads tests must be performed by Lifting Machinery Inspector (LMI).

1.3 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
HV	High Voltage
ISO	International Organization for Standardization
LAR	Local Access Register
LME	Lifting Machinery Entity
LMI	Lifting Machinery Inspector
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
SACPCMP	South African Council for the Project and Construction Management Professions
SAMTRAC	Safety Management Training Course
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
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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

Maintenance crew

- 1 x Qualified Supervisor/Crane Technician (LMI)
- 1 x Millwright
- 2 x Semiskilled.

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's*
- 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.

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 / Purchase 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 must conform to Quality Management System-ISO 9001:2015 requirements

, fully conform to the requirement of the Supplier Quality Requirement Specification (QM-58), standards, procedures and Eskom policies

All activities that need to have Quality control plans (QCP) must be in place which will be developed by the contractor and must be approved by Eskom Engineer prior execution of work.

The service provider might be subjected to audits. reviews and during the execution of work the client must perform inspections and spot- checks

All documented information that will be arising from this project must remain with the client , such as load tests , QCP's

Where applicable the service provider must conform to any statutory requirements

All documented information as per category 2 be to submitted prior work execution for purpose of evaluations

Where principal service provider will be sub-contracting, the principal service provider must provide the documented information on how to control the sub-contracted service provider

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- The Millwrights and Assistants must have valid Crane and Hoist Operating licenses.
- The *Contractor* must be a Lifting Machinery Entity (LME) Certified.
- All loads tests must be performed by Lifting Machinery Inspector (LMI).
- All staff required to perform the activities within the works information.
- The Artisans to be authorized in terms of the plant safety regulation (PSR) and hot work permit within the first six (6) months of the contract start date.
- All relevant personnel names and titles must be specified to the *Service Manager*
- Only Trained and Skilled people that are qualified to perform work are allowed
- All new staff to be appointed in writing.

- All new staff to do induction training.
- All replacements of staff will be in the same discipline (e.g. Millwright for a Millwright with proof of qualifications certified).
- 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*.
- All qualifications of personnel to be verified by body of authority such as IME for validity on contract award or before the start of the contract.

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data.

4.1.3 Procurement Requirements

Recruitment of General Labour

1. The Contractor recruits 100% of all new recruits, of general labour from Lekwa local municipality, using the recruitment form provided by the department of labour or Tutuka specific recruitment process. Contact details and application forms will be provided by the *Service Manager* on request
2. In an event that new recruits are not from the defined Lekwa local municipality, the contractor needs to provide proof that the local municipality could not provide such skills.
3. The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g., dismissal, resignation, etc.
4. The contractor submits an updated monthly job statistic on the 1st day of each month, using the reporting template that is provided by the Service Manager.

2.6.2 Transporting of Staff

1. The *Contractor* use transportation sourced from the Lekwa local taxi association. Contact details of the Chairpersons of the different associations will be provided by the Service Manager on request.

2.6.3 Small, Micro, Medium Enterprises

1. The *Contractor* supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available

2.6.4 Supplier Development and Localisation Plan

"Local to site "means all areas that fall within the Lekwa local Municipal area.

The *Contractor* is required

1. To provide a high level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
2. To provide an explanation and action plan for deviation from the proposed plan.
3. The Contractor is required to procure general labour from Lekwa. Only skilled and professionals would be procured from outside of Lekwa local Municipality Area.
4. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
5. The Candidates for Skills Development would be sourced from Lekwa local municipality first, then Mpumalanga, before the rest of RSA.
6. The candidates may be developed directly by the supplier, through the suppliers' own supply network or through the SETA accredited training providers.
7. Candidates are to be currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculates. These candidates shall also be representative of the population demographics of Mpumalanga province
8. The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:
 - Refer to the matrix in the SDL requirements document

4.2 Subcontracting

4.2.1 Preferred sub *Contractors*

- 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 sub *Contractors*

- 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
- All work to be done must be done under a permit to work. 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*

- Mobile Overhead cranes, fork lifts, air winches and other winches to be provided and operated 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 accommodation and meals for his / her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* 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.
- Provide a full detailed Technical Method Statement with regard to scope of work on how maintenance, inspection, repairs and load testing of cranes and hoist will be done
- The Tenderer to provide comprehensive method statement/s detailing all the activities performed during the crane service, covering the following activities as a minimum:
 - Yearly Thorough Examinations and Performance Test (including load testing) by LMI
 - Half -Yearly Thorough Examination/Inspections by LMI/Qualified Crane Technician
- *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 any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- All known services will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring it 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*.
- The *Employer's* Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- The *Contractor* shall provide all necessary discipline Artisans' tools.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- Site access shall be granted by Eskom Holdings Tutuka Power Station protective services as request via or by the *Service Manager*.
- Work in the plant will only be done with a permit to work and hot work permit in place as per the Plant Safety Regulations. Any contraventions will be strictly dealt with.
- After each working shift unused electrode shall be accounted for by the Supervisor and returned to the storage area
- All electrical equipment used by the *Contractor* shall be Identifiable by a unique number, serviced and inspected and proper record shall be kept.
- No employees will be transported on an open vehicle. The vehicles must comply with the *Employer's* minimum requirements

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:

- The qualified Supervisor/Crane Technician must have N3 plus trade test, must be LMI certified and with minimum of 3 years' experience
- Millwright must have at least N3 with a trade test, a minimum of 3 years' experience of crane and hoist maintenance.
- Semiskilled must have at least grade 10 with a minimum of 2 years' experience of crane and hoists maintenance.
- The Millwright and Semiskilled must have valid Crane and Hoist Operating licenses.

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
- Load or Performance Tests

5.11.2 Materials facilities and samples for tests and inspections

- QC check sheets

5.11.3 Warranty on Load Tests

- Load test certificate to handed in with statutory PM and to be done as scheduled

6 List of Drawings

6.1 Drawings issued by the *Employer*

- All relevant drawings can be obtained from the *Service Manager* or the *Employer's Supervisor*.

7 APPENDIX

7.1 Annexure A X17 - Low Service Level Table

X17 LOW SERVICE DAMAGES				
ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Workmanship	Rework	Poor quality	Cost	1% of the assessment value per day of task
Standby response time	Call outs	Time taken 2 Hours after call was logged	Cost and Long breakdown hours	1% of the assessment value per call-out
Time management	Late coming	30 Minutes after	Cost	1% of the assessment value per 30 minutes late

7.2 Annexure B – Risks register

Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Incorrect tools for the job	Unnecessary delays in making the plant available	<i>Contractor</i> to supply correct tools for the job
Unavailability of personnel to perform tasks	Delay in production	Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i>
Poor Quality of workmanship	Failure of equipment	<i>Employer</i> to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work.
Contact with Electricity: Low and High Voltage	Electrocution	Pre job brief, risk assessment, permit to work, apply Eskom life saving rules
Travel long distance to work	Delayed response time	NEC3 condition to response time to be applied

Unavailability of Radios	No proper communication	Radios to be available at all times to communicate Safety and Risks
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8 Annexure C: Key Performance Indicators

Key Performance indicator (supply and refurbishment)

Key Performance Area	Results
1. Statutory Notifications	1.1 No Violations
2. Response time to Breakdowns and Emergencies during normal time and after hours	1.2 No delays and load losses
3. Workmanship / Rework	1.3 No rework or poor quality

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

	KPA	Objective	Weight	Base	Target	Ceiling	YTD		YE	
							A	S	A	S
1	Statutory Violations									
2	Emergency and Breakdown response									
3	Workmanship / Rework									