

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

**for PROVISION FOR THE MAINTENANCE OF ALL THE
PERMANENT RACK AND PINION ELEVATORS AT
KUSILE POWER STATION**

Contents:	No of pages
Part C1 Agreements & Contract Data	[15]
Part C2 Pricing Data	[5]
Part C3 Scope of Work	[15]

CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[10]
C1.2b Contract Data provided by the <i>Contractor</i>	[2]

C1.1 Form of Offer & Acceptance

1.1 Offer

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

2. Title of the Contract:

The provision for the Maintenance and Repairs of Rack and Pinion Elevators at Kusile Power Station on an “as and when required basis” for a Period of Three (3) Years.

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 @ 14% is	R [•]
	The offered total of the amount due inclusive of VAT is	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:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

2.1 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Employer			
Name & signature of witness	(Insert name and address of organisation)	Date	

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

2.2 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	N/A	N/A

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*

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 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 3005
	Fax No.	011 800 3969
10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The <i>service</i> is	The provision for the Maintenance and Repairs

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

		of Rack and Pinion Elevators at Kusile Power Station on an “as and when required basis” for a Period of Three (3) Years.
11.2(14)	The following matters will be included in the Risk Register	Safety, Health, Environment and Quality Financial risks Technical risks Skills and competencies Supply related risks Labour unrest
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks before the Contract Start Date
3	Time	
30.1	The <i>starting date</i> is.	01 February 2023
30.1	The <i>service period</i> is	36 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	25th Day of each 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 as per Eskom Finance Procedures
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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional Employer's risks	1. Labour Unrest
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	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	Republic of 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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	01 February 2024																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	As per Annexure "B"																								
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	<p>The greater of</p> <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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	6 months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X20	Key Performance Indicators	Key Performance Indicators will be agreed between Service Manager and the Contractor. There will be no incentives attached to these indicators however they will be used for performance management
X20.2	From the <i>starting date</i> until the end of the <i>service period</i> , the <i>Contractor</i> reports to the <i>Service Manager</i> his performance against each of the Key Performance Indicators.	3 monthly
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

- 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

- Z9.1 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.

Z10 Employer's limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 Contract Financial Commitments

- Z12.1 Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

Annexure A: Insurance provided by the Employer

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

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

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

Annexure B: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delaying (Delaying other Contractor(s) from starting/completing their work)	5% of Task Order per day	Limited to 20% of the Task Order value
Service delays not finishing as per agreed upon schedule submitted to the <i>Service Manager</i>	2% of Task Order per day	Limited to 10% of the Task Order value
Late response to call-outs for emergency release of people	5% of Task Order for each call-out	Limited to 30% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	2% of Task Order per day	Limited to 10% of the Task Order value
Rework due to poor workmanship	2% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Schedule	2% of Task Order per day	Limited to 10% of Task Order Value
Response of NCR within 3 days	2% of Task Order per day	Limited to 10% of Task Order Value

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. Email:	
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	C3.1 TSC3 EMPLOYER'S SERVICE INFORMATION
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	

11.2(12)	The <i>price list</i> is in	Rands
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 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*

Item nr	Description	Unit	Quantity	Rate	Price
1	MAINTENANCE OF LIFTS				
1.1	U1 ACC LIFT	MONTHLY	36		
1.2	U2 ACC LIFT	MONTHLY	36		
1.3	U3 ACC LIFT	MONTHLY	36		
1.4	U4 ACC LIFT	MONTHLY	36		
1.5	U5 ACC LIFT	MONTHLY	36		
1.6	U6 ACC LIFT	MONTHLY	30		
1.7	CHIMNEY EAST LIFT	MONTHLY	36		
1.8	CHIMNEY WEST LIFT	MONTHLY	36		
1.9	COAL SILO 1 LIFT	MONTHLY	36		
		SUBTOTAL			
2	EMERGENCY CALL-OUTS				
2.1	TECHNICIAN	PER HOUR	1080		
2.2	ASSISTANT	PER HOUR	1080		
		SUBTOTAL			
3	ANNEXURE O (2YEARLY)				
3.1	U1 ACC LIFT	2YEARLY	2		
3.2	U2 ACC LIFT	2YEARLY	2		
3.3	U3 ACC LIFT	2YEARLY	2		
3.4	U4 ACC LIFT	2YEARLY	2		
3.5	U5 ACC LIFT	2YEARLY	2		
3.6	U6 ACC LIFT	2YEARLY	2		
3.7	CHIMNEY EAST LIFT	2YEARLY	2		
3.8	CHIMNEY WEST LIFT	2YEARLY	2		
3.9	COAL SILO 1 LIFT	2YEARLY	2		
		SUBTOTAL			

The total of the Prices

SPARES					
	Chimney lift Scando Lift 813463 and 813464				
	Item Description	Part number	Unit Price	Quantity	Total Price
	Spring	9019671-000		4	
	Pipe clamp	3001195-309		4	
	Handle	3000524-405		4	
	Door lock	3002143-103		4	
	Cage				
	Guide roller	9062878-000R		6	
	Guide roller	9062878-200R		6	
	Cage door				
	Pipe clamp	3001195-309		12	
	Gate roller	9062178-100		6	
	Gate roller pulley	9092804-000		6	
	Lifting loop	9066435-260		5	
	Excenter	9104310-000		6	
	Slide shoe	9066331-060		6	
	Compression spring	0414850-000		6	
	Machinery				
	Pinion	9064317-000		5	
	Guide roller	9099229-050R		5	
	Counter roller, gear box	9064142-000		5	
	Shaft coupling	3002301-410		4	
	Friction disc	3001263-681		4	
	Brake drum	9095170-000		4	
	Motor Brake	3001263-683		4	
	Brake	3001263-683R		4	
	Cable guiding device				
	Spring set	9030941-000		5	
	Control system, ALC				
	Cage CPU	3002218-271		4	
	Base CPU	3002218-272		4	
	Landing card	3002218-206		6	
	Circuit board	3002218-214		4	
	Contactor, for 1 motor drive VFC				
	Contactor	3002192-075		5	
	Auxillary contact block	3002192-451		5	
	Auxillary contact block	3002192-452		5	

	Rectifier	3000600-160	5	
	Varistor	9081970-000	4	
	Push button	3002071-801	5	
	Push button	3002071-804	5	
	Push button	3002071-800	5	
	Contact block	3002071-830	5	
	Contact block	3002071-831	5	
	Fitting	3002071-860	5	
	Rubber cloth	3002071-863	4	
	Main switch	3001986-415	4	
	Phase failure relay	3001859-406	4	
	Limit switch	3000263-950	4	
	Limit switch	3000263-902	4	
	Limit switch	3000264-101	4	
	Relay	3000808-213	4	
	Relay	3000808-233	4	
	Switch arm	3000263-704	4	
	Pulse transmitter	3001964-180	4	
	Corrosion protection,	3002301-101	12	
	Corrosion protection,	3002301-105	6	
	Battery	3001187-330	4	
	Lubricants			
	Cog Grease,	3001396-108	41	
	Alioil VN,	9041980-000	6	
	Ali-low-fric cable grease	9052045-000	14	
			TOTAL:	
	Coal silo lift (813038) and ACC lifts (812959) spares and estimate for 3 years			
	Description	Part number	Quantity	
	Guide roller 80 shore	9094988-000	10	
	Guide roller Nodular Iron	9094988-020	10	
	Shaft A=28	9095056-028	4	
	Shaft A=45	9095056-045	4	
	Rubber washer	3001665-461	10	
	Cage door Folding			
	Roller	9094955-000	4	
	Roller	9094909-000	4	
	Bushing	9054937-000	4	
	Sliding shoe	9056419-000	4	
	Sealing strip (length 2 m)	3000513-001	4	
	Bushing housing	9094957-000	4	

	Fix bracket	9054898-000		4	
	Bushing housing	9094967-000		4	
	EN 81 lock Handle	9056924-000		4	
	Glass	9053971-000		4	
	Rubber molding, meters	3000941-101		4	
	Cage door Sliding				
	Top roller	9069316-000		10	
	Bearing for top roller	3000103-202		4	
	Circlip for top roller	3000133-133		8	
	Sliding bushing top	3002227-455		8	
	Bracket top roller, left	9092550-105		4	
	Bracket top roller, right	9092550-205		4	
	Panel link top and bottom	9092574-005		4	
	Bottom roller	9094268-000		4	
	Bearing bottom roller	3000103-221		10	
	Circlip for bottom roller	3000133-125		4	
	Sliding bushing bottom	9093428-000		10	
	Bolt for bottom roller	3000672-786		10	
	Window	9095639-000		4	
	Door panel seal	9093792-010		4	
	Landing door				
	Pipe clamp	3001195-309		10	
	Bushing	9067195-000		4	
	Compression spring	3001227-026		4	
	Compression spring	3001227-030		4	
	Bushing	9067428-000		4	
	Bushing	3002227-200		4	
	Cam	9095319-000		4	
	Handle	9066191-000		10	
	Vindlock	9065235-009		4	
	Machinery				
	Guide roller	9099229-050R		12	
	Guide roller 72 steel	9064142-000		10	
	Roller 120	9095306-100		10	
	Pinion 115 z23	9064317-000		10	
	Pinion,200 z40	9057060-000		4	
	Spring	3001229-108		4	
	Coupling Pulse transmitter	3002301-410		4	
	Pulse transmitter	3001964-180		4	
	Brake lining disc 16	3001263-680R		4	
	Brake lining disc 19	3001263-681		4	
	Brake	3001263-682		4	
	Brake	3001263-683R		4	
	Brake release cable			7	
	Teletext cable	3002297-150		7	

THE PROVISION FOR THE MAINTENANCE OF PERMANENT RACK AND PINION ELEVATORS AT KUSILE POWER STATION

	Brake	3001263-684		4	
	Alimak Centrifugal Brake Complete	9095236-Sub		4	
	C-brake nave	9109009-100		4	
	Rubber bellows	3001231-622		6	
	El. motor, 7 kW, PTC	3001263-200		4	
	El. motor, 8,8 kW, PTC	3001263-210		4	
	El. motor, 8,8 kW, CSA	3001263-213		4	
	El. motor, 13 kW	3001263-220		4	
	El. motor, 13 kW, PTC, heater, CSA	3001263-223		4	
	El. motor, 13 kW, EN	3001263-231		4	
	Safety device				
	Guide roller Rubber	9066129-000		10	
	Cable trolley, 9098976-sub				
	Shaft	9010381-009		4	
	Roller	9005438-000		4	
	Cable guide				
	Rubber spring	9002991-000		10	
	Control system ALC II				
	Cage CPU 3002218-271 1 688,89	3002218-271		4	
	Base CPU 3002218-272 1 266,67	3002218-272		4	
	Landing card 3002218-206 176,67	3002218-206		4	
	ULN Circuit landing 3002127-530	3002127-530		4	
	9,89	3002127-530		4	
	Display 3002218-237 221,11	3002218-237		4	
	Electric equipment				
	Limit switch, landing door, cage door	3000263-900		10	
	Limit switch, up/down, reference & retardation	3000263-957		4	
	Limit switch, cage door	3000263-902		4	
	Final limit switch	3000263-951		4	
	Switch	3001860-654		4	
	Switch	3002071-440		4	
	Push button (emerg.)	3002071-804		8	
	Contact block	3002071-830		8	
	Contact block	3002071-831		4	
	Push button black	3002071-800		8	
	Push button for light	3002071-801		4	
	Membrane	3002071-863		8	
	Selector switch, norm/insp	3000869-155		4	
	Selector switch, emergency	3000869-156		4	
	Actuator	9102466-001		4	
	Fluorescent tube	3000815-111		8	

THE PROVISION FOR THE MAINTENANCE OF PERMANENT RACK AND PINION ELEVATORS AT KUSILE POWER STATION

	Circuit breaker	3001864-108		4	
	Rectifier	3000600-160		4	
	Varistor	9081970-000		4	
	Fuse automatic	3001860-110		4	
	Battery charger	3001930-002		4	
	Battery	3001187-330		4	
	Contactor	3002192-075		4	
	Contactor	3002192-201		4	
	Contactor	3002192-356		4	
	Aux.contact block	3002192-451		8	
	Aux.contact block	3002192-452		8	
	Interference protection	3002192-528		4	
	Relay	3000808-213		4	
	Relay	3000808-231		4	
	Relay	3000808-233		4	
	Relay socket	3000808-215		4	
	Relay socket	3000808-235		4	
	Relay contactor	3002192-405		4	
	Fuse automatic	3000817-410		4	
	VFC, 15 kW	3002120-026		3	
	VFC, 30 kW	3002120-028		3	
	VFC, 45 kW	3002120-030		3	
	Trailing cable	3002198-500		4	
	Lubricants				
	Cog grease, 24 lubrications of the rack, 400g	3001396-108		40	
	Alioil Tropic,	9041980-000		20	
	Ali-low-fric cable grease	9052045-000		4	
	Corrosion protection	3002301-101		14	
	Corrosion protection	3002301-105		14	
	Tools				
	Release tool interlocking	9095407-001		2	
	Key,interlocking,landing door	9057925-000		2	
	Cranking lever safety device	9020639-000		2	
	Socket safety device	0477801-000		2	
	Wrench for guide roller	0390757-000		2	
				TOTAL	
				TOTAL	

C3.1: EMPLOYER'S SERVICE INFORMATION

Table of Content	Page
Part 3: Scope of Work	7
C3.1: Employer's service Information	8
1 Description of the service	10
1.1 Executive overview	10
1.2 Employer's requirements for the service	10
1.3 Interpretation and terminology	20
2 Management strategy and start up.	22
2.1 The Contractor's plan for the service.....	22
2.2 Management meetings	23
2.3 Contractor's management, supervision and key people	24
2.4 Provision of bonds and guarantees	24
2.5 Documentation control.....	25
2.6 Invoicing and payment.....	25
2.7 Contract change management	25
2.8 Records of Defined Cost to be kept by the Contractor.....	25
2.9 Insurance provided by the Employer.....	25
2.10 Training workshops and technology transfer.....	26
2.11 Design and supply of Equipment.....	26
2.12 Things provided at the end of the service period for the Employer's use	26
2.12.1 Equipment.....	26
2.12.2 Information and other things	26
2.13 Management of work done by Task Order	26
3 Health and safety, the environment and quality assurance	26
3.1 Health and safety risk management	26
3.2 Environmental constraints and management	26
3.3 Quality assurance requirements	27
4 Procurement	27
4.1 People.....	27
4.1.1 Minimum requirements of people employed.....	27
4.1.2 BBBEE and preferencing scheme	28
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA).....	28
4.2 Subcontracting.....	28
4.2.1 Preferred subcontractors	28
4.2.2 Subcontract documentation, and assessment of subcontract tenders	28
4.2.3 Limitations on subcontracting	28

4.2.4	Attendance on subcontractors	28
4.3	Plant and Materials	28
4.3.1	Specifications	28
4.3.2	Correction of defects	29
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	29
4.3.4	Tests and inspections before delivery	29
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	29
5	Working on the Affected Property.....	29
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	29
5.2	People restrictions, hours of work, conduct and records.....	29
5.3	Health and safety facilities on the Affected Property	30
5.4	Environmental controls, fauna & flora.....	30
5.5	Cooperating with and obtaining acceptance of Others.....	30
5.6	Records of <i>Contractor's</i> Equipment.....	30
5.7	Equipment provided by the <i>Employer</i>	30
5.8	Site services and facilities.....	30
5.8.1	Provided by the <i>Employer</i>	30
5.8.2	Provided by the <i>Contractor</i>	30
5.9	Tests and inspections	30
5.9.1	Description of tests and inspections	30
5.9.2	Materials facilities and samples for tests and inspections	31
6	List of drawings.....	32
6.1	Drawings issued by the <i>Employer</i>	32

1 Description of the service

1.1 Executive overview

The provision for the maintenance of all permanent rack and pinion elevators at Kusile Power Station for Three (3) Years on an “as and when” basis.

1.2 Employer's requirements for the service

1.2.1 The *Contractor* at shall fulfil the following requirements at Kusile Power Station:

- a) All Contractor employees shall comply with Eskom's policies and site regulations, adherence to Eskom's Life Saving Rules, adherence to Generation Occurrence Management Procedure, smoking policy, zero tolerance on alcohol usage, etc. These requirements will be detailed during the induction training process. This document will be used in conjunction with the Kusile Maintenance URS (latest approved revision).
- b) The number of maintenance staff required to execute the works is to be decided by the Contractor after his/her assessment of the scope of work and submitted to the Employer for approval.
- c) All Contractor employees must undergo Induction training on site every year.
- d) Full PPE must be worn at all times before undertaking work. The provision of PPE shall be responsibility of the Contractor.
- e) All safety and health related incidents around site or working areas threats that pose a danger to anyone's life or health must be reported immediately.
- f) Contractor will be responsible for providing resources and tools for the required works
- g) Contractor will be responsible for ensuring the scope is carried out in full.
- h) The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in the following but not limited disciplines;
 - i. Competent Maintenance Person according to OHSAS Act
 - ii. Knowledge of SANS 53015 Maintenance of Lifts and Elevators
 - iii. Occupational Health and Safety Act 85 of 1993
 - iv. NEC contract management
 - v. Quality Management Control and Assurance procedures
 - vi. Plant Safety Regulation authorisation
 - vii. Spares optimisation
 - viii. Lifts plant optimisation and commissioning
 - ix. Procedure writing
 - x. BOM compilation

- i) Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified.
- j) All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- k) Proof of qualification is to be supplied on request by the Employer.
- l) The Contractor ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.
- m) The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their several trades and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed for the works without the written permission of the Employer.
- n) Provide adequate supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted as and when required.
- o) Shall provide sufficient assistance to technician for fault finding recurring faults.
- p) Shall provide services of a registered independent lift inspector on an as and when required basis for the purpose of inspections and testing, and statutory services as per the regulation
- q) Ensures proper behaviour of personnel under his/her supervision as per the Kusile culture.
- r) Ensures training of all personnel under his/her supervision. The training required will include but not limited to Eskom safety training requirements, related plant training and Kusile culture.
- s) Ensures high morale of staff and competency.
- t) Ensures that throughout the duration of the contract that they conform and adhere to the Safety, Health and Environment regulations as stipulated in the Kusile Maintenance URS
- u) On completion of any work the relevant piece of equipment shall be properly re-commissioned prior to the clearance of the permit to work. A comprehensive risk assessment shall be done prior to the work being carried out.
- v) To ensure the employees attend Plant Safety Regulation and go through the committee for authorisation.
- w) The Contractor shall be responsible or held liable for any defects arising from maintenance/operational faults twenty-four hours after the serviced or maintained item has been placed into service.

- x) The contractor shall be held responsible or held liable for any defects arising from poor workmanship performed by their staff or use of inferior spare parts. The guarantee periods shall be:

Poor workmanship, within 48 hours period from time that the equipment is put into operation.

Inferior spares within a period of 6 months from time the equipment is put in service.

1.2.2 Switchgear and Control Gear

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Cleaning of switchgear, control panels and circuit breakers
- d) Cleaning of termination boxes and junction boxes
- e) Maintenance and testing of all limit switches and other sensing devices
- f) Maintenance of circuit breakers and contactors
- g) Maintenance of mechanical interlocking devices
- h) Maintenance of the buttons and displays
- i) Maintenance of all earthing
- j) Maintenance of cable terminations
- k) Maintenance of auxiliary components
- l) Maintenance of CT's and VT's
- m) Check that the emergency lighting is in order at all times
- n) Disconnect and reconnect electrical equipment - cables, switches etc.
- o) Ensure all hazardous location specifications are adhered to
- p) Attend to breakdowns, defects, fault finding and carrying out repairs.
- q) Check and ensure that all wires, sealing glands and connections are correct and secure
- r) Ensure that the operation of the control system is correct and all the settings on all equipment are correct

1.2.3 Electrical Motors and Brakes

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy

- b) Repair and overhaul motors
- c) External inspections
- d) Testing of motors (winding resistance, insulation resistance and PI test)
- e) Test running of motors
- f) Ensure that the lift car stops within the acceptable limits
- g) Disconnecting and reconnecting of motors and brakes
- h) Clean the electric motor cooling flanges when necessary.
- i) Check motor overload protections are set as stated on the motor nameplate or datasheet supplied
- j) Maintenance of electrical terminations
- k) Ensure that the motor, end shields and covers are properly secured
- l) Maintenance and testing of brakes
- m) Maintenance of all earthing
- n) Clean motors, cooling flanges and brakes, check for mechanical damages
- o) Check and adjust brake lining as per O & M Manual
- p) Check to ensure the correctness of the brake torque with spring balance (ensure the stopping positions does not exceed stated values)
- q) Inspect centrifugal brake and adjust accordingly
- r) Lubricate all bearings and slide surfaces
- s) Inspect, repairs and test control device's ball bearings
- t) Maintenance of auxiliary components
- u) Ensure all hazardous location specifications are adhered to
- v) Attend to breakdowns, defects, fault finding and carrying out repairs

1.2.4 Cabling and Earthing

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Cable fault location
- c) Carry out cable joints according to regulations and O&M manuals
- d) Installing, replacing, repairing and terminations

- e) Maintenance of all earthing
- f) Testing and other required tests
- g) Maintenance of cableways and cable guides for debris
- h) Maintenance of cable supports and baskets and/or trolleys
- i) Maintenance of cable crunches, joints and glands
- j) Check all cables for wear and ensure that there are no kinks.
- k) Also check cable attachments and fixtures in lift mast.
- l) Check all screw joints of racks and mast joints are properly tightened as well as those attaching mast in base frame
- m) Disconnecting and reconnecting cables
- n) Ensure all hazardous location specifications are adhered to
- o) Attend to breakdowns, defects, fault finding and carrying out repairs
- p) Maintenance of cable trolleys and baskets

1.2.5 Domestic Circuits

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Maintenance of distribution boards
- c) Maintenance of all 220V cables
- d) Maintenance of 220V sockets outlets
- e) Check the function of all emergency indications (alarm, light and voice)
- f) Maintenance and testing of standby/emergency lighting
- g) Issuing of COC's
- h) Check and replace the corroded protection devices which are located inside the electrical panel
- i) Carrying out modifications on the existing system if required by engineering
- j) Statutory testing e.g. earth leakage testing
- k) Ensure all hazardous location specifications are adhered to
- l) Attend to breakdowns, defects, fault finding and carrying out repairs

1.2.6 Gearbox, Pinions and Racks

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Maintenance of the gearbox and rack and pinion
- c) Check the oil levels and top-up if necessary to required levels
- d) Repair and overhaul of the gearbox
- e) External inspection
- f) Check for leaks and replace seals identified from inspection/services
- g) Ensure that all equipment is secured with all required bolts/nuts
- h) Ensure correct torques settings are used at all times
- i) Check and record wear on rack and pinion
- j) Check that all screw joints are properly tightened
- k) Ensure all hazardous location specifications are adhered to
- l) Attend to breakdowns, defects, fault finding and carrying out repairs

1.2.7 Pit and Landing Entrances

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) Check functionality of the pit and shaft lights
- c) Ensure all necessary safety and emergency signage displayed and in good order
- d) Ensure the landing indication lights are working correctly
- e) Ensure landing call buttons are functional, if not they must be repaired
- f) Ensure area is clean and dry and free of debris
- g) Check that all entrance door guides are clean and clear of all debris
- h) Ensure all hazardous location specifications are adhered to

1.2.8 Lift Car

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Lubrication of doors
- d) Ensure functionality of communication system/intercom inside lift car

- e) Fixing of the intercom system
- f) Ensure emergency contacts and numbers as well as safety signage is displayed and in good order
- g) Check functionality of the door system, also repair/adjust where necessary
- h) Check all electrical interlocks by making test runs with interlocks
- i) Test and check functionality of the emergency lowering device
- j) Check and repair all mechanical interlocks
- k) Check and repair all car, landing doors, mechanical lock/interlocks and ramp for wear
- l) Grease bearings and slide surfaces, roof trap doors and electric cabinet hinges
- m) Maintenance and repair of emergency lights and alarm system
- n) Maintenance of car buttons and key switches
- o) Ensure functionality of the car call buttons
- p) Check and repairs safety devices for wear and test
- q) Ensure doors lands level with the floor
- r) Clean car floor and roof
- s) Ensure all hazardous location specifications are adhered to
- t) Attend to breakdowns, defects, fault finding and carrying out repairs

1.2.9 Buffers

- a) All maintenance as per O&M manuals and the Lift Maintenance Strategy
- b) External inspection
- c) Maintenance of the equipment
- d) Lubrication of the equipment
- e) Test for proper operation
- f) Ensure all hazardous location specifications are adhered to
- g) Attend to breakdowns, defects, fault finding and carrying out repairs

1.2.10 List of Lifts to be maintained

Description	Load Capacity (KG)/ No. of Persons	Type of lift (all electrically driven)	Manufacturer
U1 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U2 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U3 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U4 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U5 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
U6 ACC Lift	1000/13	Rack and Pinion	Alimak Hek
Coal Silo No.1 Lift	1000/13	Rack and Pinion	Alimak Hek
Chimney East	1400/16	Rack and Pinion	Alimak Hek
Chimney West	1400/16	Rack and Pinion	Alimak Hek

1.2.11 Conditions

- a) Please note that the equipment will only form part of the works once the respective area has been commissioned and handed over to Eskom Generation.
- b) The contractor carries out the work in accordance with the works order papers supplied to him and returns all necessary documents duly completed for entry into SAP PM Module for plant history.
- c) All stand-alone reports on the work done, tests performed, or modifications carried out shall be submitted to the contract supervisor not later than 7 days after completion of the work.
- d) The contractor shall be responsible for assisting the Employer in the development of the Lifts preventative maintenance program. Such assistance will include the development of work instructions, Lifts maintenance frequencies and monitoring and inspection requirements.
- e) Lift maintenance procedures must be consistent with best practices and must be available in an accessible format on-site for and stored in SAP PM.
- f) The contractor will be responsible for:
 - i. Reviewing equipment requirements
 - ii. Leakage and spillage control.

- iii. All statutory inspections, tests and services
 - iv. Modification suggestions to ensure safety of the lifts and people using them
 - v. Continuous costs reduction
 - vi. Equipment shall be certified in accordance with all relevant regulatory standards.
 - vii. These shall be inspected as per required before use
- g) The Contractor is to complement their services to improve Plant performance by:
- i. Value engineering
 - ii. Procedure and documentation writing
 - iii. Design services
 - iv. Spares Management
 - v. Technical Advice
 - vi. Operational and production process review
- h) The contractor will be responsible for cleaning and checking the lift car roof and cabinets
- i) The works may include the use of hazardous substances during normal and routine maintenance activities.
- j) The contractor will be responsible for all repairs of refurbishable items connected to this scope utilising the rotatable process in SAP. This shall include the repair of intercom systems
- k) The contractor will be requested to support the employer's personnel by providing cross sectional drawings and part numbers for stock identification. Subject to the employer's access control procedures, the contractor may be required to assist in checking stockholding.
- l) The contractor, in line with Kusile Power Station Lift Strategy recommends to the Employer the optimal spares that should be carried at Kusile Power Station and includes:
- i. Spares required for maintenance
 - ii. Minimum number of spares kept for emergency
 - iii. Serviceability of spares in the stores
- m) The contractor must ensure that he maintains a 24hour standby roster at all times. Standby staff shall respond to call outs within a 2hour timeframe.
- The contractor shall make available a lift technician who will be stationed on site during the duration of maintenance outages to attend to all lift related issues.
- n) The contractor shall appoint a registered inspection service provider who shall inspect and test each lift at intervals not exceeding 24 months or shorter, according to an in-house risk assessment. The lift shall be inspected and tested;
- i. After a modification has been effected on the lift

- ii. After a failure has occurred
- iii. Whenever there is a change in the lift service provider
- o) The lift inspector shall complete a comprehensive report for each lift and submit to the client within specified period in reference to the regulation
- p) And the contractor will be required to sort out all defects mentioned by the independent lift inspector within the 60day period of the Annexure B certificate.

1.2.12 Continuous Improvement

- a) The Contractor shall implement a program of continuous improvement to optimise Rack and Pinion Lifts performance and reduce system and equipment failure rates
- b) The Contractor shall participate in improvement programs and root cause investigations as stipulated by the employer.
- c) The contractor will participate in improvement programs pertaining to lift equipment.

1.2.13 Management and Reporting

- a) The Contractor will be responsible for implementing a performance management system consistent with the Employer's supplier management requirements.
- b) The performance indicators required will be jointly agreed by the Employer and the Contractor, typical performance indicators could include:
 - i. Lift plant and associated plant availability for each 12 months period (96%) which is in line with Kusile Power Station UCLF target.
 - ii. Compliance to the planned maintenance program (Compliance Date + 3 days)
 - iii. Safety related KPI's (e.g. DIIR)
 - iv. Report submission times (Completion Date + 7 days)
- c) The type of reports, level of detail and frequency of reporting will be mutually agreed by the Employer and the Contractor during the contract negotiation phase of this agreement. These can be changed from time to time to suit the nature of the contract.
- d) The penalty for not achieving the above requirement is a fine of R1 000 per day or part of a day that any Rack and Pinion lift is not available, work that goes over the target date +7 days or any report is not submitted beyond the above agreed targets.
- e) The course of action for not achieving the Safety Target is that, after 2 warning letters from the Employer, the Contractor or his personnel may be removed from site.
- f) The Contractor to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters.

- g) Liaison meetings shall be held with the Employer's Representative or his/her delegate on a monthly basis or when necessary to discuss any technical details, or concerns.

1.2.14 General

- a) All works will be subject to anytime inspection from the employer.
- b) The contractor shall carry out all plant activities as per the Works Management Process.
- c) The contractor is to ensure that the work area is kept clean on completion of any work done.
- d) The contractor to execute the works within the times stipulated on the works order.
- e) The employer is to schedule all maintenance tasks in conjunction with the Eskom Works Management Process
- f) The contractor shall ensure that any witness, hold points are strictly adhered to.
- g) Before work starts on site, an inaugural meeting is held with the contractor and the employer, to explain in details all the requirements of the site regulations.
- h) The contractor is issued with a file of current site regulations on arrival. The file remains the property of the employer.

1.2.15 Contractor's Organisation

The contractor submits a project organogram to the employer for acceptance, indicating the contractor's and the sub-contractor's employees

1.3 Interpretation and terminology

1.3.1 Definitions

Availability: Period when a system is operating satisfactory when used under specified conditions

Contractor: Service provider contracted to provide a specific service to Eskom, Kusile Power Station.

Employer: Eskom, or Eskom Kusile Power Station or representative.

1.3.2 Abbreviations

Abbreviation	Explanation
AP:	Appointed Person
BOM:	Bills of Material
BU:	Business Unit
COC:	Certificate of Compliance

Abbreviation	Explanation
CT:	Current transformer
DIIR	Disabling Injury Incidence Rate
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
KPA:	Key Performance Area
KPI:	Key Performance Indicator
LTIR:	Lost Time Injury Rate
LV:	Low Voltage (< 1000V)
NEC:	New Engineering Contract
OEM:	Original Equipment Manufacturer
OHSAS	Occupational Health and Safety Assessment
OHS Act	Occupational Health and Safety Act
O&M:	Operating and Maintenance Manual
PI test:	Polarisation Index test
PLC:	Programmable Logic Controller
PM:	Plant Maintenance
PPE:	Personal Protective Equipment
PS:	Power Station
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
RP:	Responsible Person

Abbreviation	Explanation
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SHE:	Safety, Health, Environment
SOW:	Scope of Work
UCLF	Unplanned Capability Loss Factor
URS:	User Requirement Specification
VSD:	Variable Speed Drive
VT:	Voltage Transformer

2. Management strategy and start up.

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

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme.
- The performance management plan that the *Contractor* uses to monitor performance of the staff.
- A Quality Control Plan (QCP) for each Task Order with hold, witness and verification points for the *Employer* to check and monitor progress.
- SHE plan including implementation programme.
- Staff Qualifications and experience and/or time frame for appointment of staff. Staff qualifications must be verified by a recognised and accredited Qualifications Verifications Institution on an annual basis.
- A program and resource schedule for the *Service* and for each Task Order must be submitted.
- Names of the possible /potential candidates/employees.
- Any staff replacement should be accepted by the *Employer* and the replacement must meet the conditions stipulated above.

Preventative maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24 hour standby provision. *Contractor* will ensure the 24 hour standby coverage. Any repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

If the *Contractor's* available manpower is not sufficient to meet the *Contractor's* plan, the *Contractor* submits labour alert reports for performance of the work.

The *Contractor* commences with the work in accordance with the *Contractor's* plan and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.

If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the *service* cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports on the success of his plan of action.

Should any staff member not perform according to the *Employer's* expectations as per the KPIs attached, the *Contractor* will be required to replace such staff member

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	Monthly on 1 st Tuesday of the month at 14h00 _____	Kusile Power Station	<i>Employer and Contractor</i> __
Overall contract progress and feedback	Monthly on 1 st Tuesday of the month at 14h00 _____	Kusile Power Station	<i>Employer and Contractor</i> __
Contractual Meeting	Monthly on 1 st Tuesday of the month at 14h00	Kusile Power Station	<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*.

All meetings shall be recorded using minutes and an attendance register (which must be signed by all present) prepared and circulated by the person who convened the meeting. All these documents must be kept safe for the duration of the contract and thereafter stored in the *Employer's* documentation centre. Regular meetings of a general nature may be convened and chaired by the *Service Manager*.

Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of 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.

The *Contractor's* representative and *Employer's* representative will hold monthly contract management meetings where all safety, quality and other contract issues will be discussed, which should include the following as a minimum

- a) Review the overall performance of the contract.
- b) Formulate strategies to address loopholes should they be found.
- c) Review contract statutory compliance.
- d) The *Contractor* does not procure the services of sub-contractors / vendors / suppliers without the prior approval of the *Employer's Representative*. Furthermore the contract between the *Contractor* and the sub-contractor must be aligned with this contract.

2.3 Contractor's management, supervision and key people

2.3.1 Provision of Manpower

The *Contractor* shall utilise/provide skilled and suitable qualified staff with experience in the following:

- Maintenance on Rack and Pinion Lifts
- Fault finding on the Rack and Pinion Lifts
- Occupational Health and Safety Act 85 of 1993 and SHE Standards
- Quality Management Control and Assurance as per ISO Standards
- Report and procedure writing

2.3.2 People

- a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
- b) All staff brought onto site in connection with the scope of work of this contract should be able to fluently speak, understand and write in English.
- c) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer
- d) The *Contractor* shall ensure that all staff members brought onto Kusile Power Station site have valid medical fitness certificate based on the plant Man Job Specification. The *Contractor* staff members must also have a valid site induction conducted on an annual basis.

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

Monthly Task Order
Monthly Assessments
Quotations
Monthly Statutory PMs
All lift Certificates
Quality Control Plans

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 address the tax invoice to

_____ and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

Not applicable

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

Not applicable

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10. Training workshops and technology transfer

Contractor to provide training on the usage of rack and pinions lifts annually.

2.11. Design and supply of Equipment

Not applicable

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

2.12.1 Equipment

Not applicable

2.12.2 Information and other things

Not applicable

2.13 Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the *Employer*.
- All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements as follows:

- Health and Safety Plan
- Costing for Health and Safety management
- Baseline OHS Risk Assessment (BRA)
- Valid Letter of Good Standing (COIDA or equivalent)
- OHS policy signed by CEO
- OHS Competency

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints as follows:

- Environmental Policy

- Aspect and impact register or an environmental management plan (relevant to the scope of work).
- Environmental Management System Certificate (if certified) if not, an environmental management system manual or procedures
- Waste Management Plan.
- Proof of training of persons performing activities that could have significant impact on the environment.

3.3 Quality assurance requirements

The Contractor shall comply with the Quality requirements as follows:

- Quality Management System. (ISO 9001 or other QMS implemented)
- Evidence of QMS in operation: NCR's, CA, defined roles, responsibilities & authorities and control of Externally Provided Processes, Products and Services.
- Proposed project/contract quality plan (ISO 10005 guidelines).
- Draft Quality Control plan (QCP) as per and ISO 10005.
- Customized requirements. 240-105658000 Form A, and other requirements as per Scope of work.

4. Procurement

- a) All equipment purchased by the *Contractor* and paid for by the *Employer* as part of this service will become the property of the *Employer*.

4.1 People

- a) The *Contractor* shall employ staff who meets minimum requirements of Eskom job descriptions, with additional requirements to be specified.
- b) All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
- c) The *Contractor* shall submit proof of qualifications and CV (experience records) before any staff is brought on site.
- d) The *Contractor* ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.

4.1.1 Minimum requirements of people employed

1. Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified.
2. All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
3. Proof of qualification is to be supplied on request by the Employer.

4. The Contractor ensures that all staff being brought onto Kusile site has a valid fitness certificate based on the specified plant man-job specification.
5. The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their several trades and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not be again employed for the works without the written permission of the Employer.
6. Provide adequate supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted as and when required.
7. Shall provide sufficient assistance to technician for fault finding recurring faults.

4.1.2 BBBEE and preferencing scheme

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

4.2.3 Limitations on subcontracting

Not applicable

4.2.4 Attendance on subcontractors

Not applicable

4.3 Plant and Materials

4.3.1 Specifications

- a) The *Employer* shall make provide the specifications of the existing equipment, where the service will be provided, and the *Contractor* shall be granted access to such equipment.
- b) The *Contractor* shall develop a database which will belong to the *Employer* and submit to the *Employer* for review and acceptance prior to the service work being performed.

4.3.2 Correction of defects

- a) The *Contractor* must make sure that all defects are corrected and tested according to the *Employer's* processes and procedures.
- b) All re-work will be done at the *Contractor's* cost.

4.3.3 Contractor's procurement of Plant and Materials

Not applicable

4.4.4 Tests and inspections before delivery

- a) The *Contractor* shall ensure that all supplied materials are in accordance to the *Employer's* specifications.
- b) The *Contractor* must inspect and test all materials before delivering to site and then supply the test certificates to the *Employer*.

4.4.5 Plant & Materials provided "free issue" by the Employer

The following materials will be issued by Employer:

Dust masks
Disposable overalls
Rags

5. Working on the Affected Property (Kusile Power Station)

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

- a) The *Employer* shall ensure that the *Contractor* has access to site where work/services are to be performed at.
- b) The *Contractor* shall submit all information and documentation required by the *Employer* for access purposes.
- c) The *Contractor* will not be allowed to perform any work on site before their safety file is approved. It is the responsibility of the *Contractor* to meet all the safety requirements stipulated by the *Employer*.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Working hours:

Monday – Thursday: 07h00 to 16h15
Fridays: 07h00 to 12h00

- a) The Contractor must be available to report to site as and when the callout has been made and report to EOD on arrival and before leaving site.
- b) The Technician is expected to give a report or feedback to the Employer after each callout on what was done.

5.3 Health and safety facilities on the Affected Property

Ablution facilities will be provided by Employer

5.4 Environmental controls, fauna & flora

All bins are to be provided on site, please adhere to all requirements.

5.5 Cooperating with and obtaining acceptance of Others

Not applicable

5.6 Records of *Contractor's* Equipment

All equipment provided by the *Contractor* shall be declared to the Kusile Power Station security personnel and the copy shall be kept by the *Contractor*, upon leaving the site the *Contractor* shall produce the original list of equipment to security as proof of ownership

5.7 Equipment provided by the *Employer*

None

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The following services shall be provided by the *Employer* for work purposes:

- a) Water
- b) Electricity
- c) Sanitary Facilities

5.8.2 Provided by the *Contractor*

- a) The *Contractor* shall provide all tools and equipment required for the servicing of all lifts
- b) Lubricants to be provided by Contractor.
- c) Employees transport to be provided by Contractor

5.9 Tests and inspections

5.9.1 Description of tests and inspections

The inspections and maintenance stipulated in the table below must be carried out at the time intervals as specified. The relevant readings and defects / notifications must be recorded in the lift record book and on the maintenance case history into the Eskom SAP system.

	Inspection / Test	Action	Frequency
1	Gates and door lock	Test gates and door locks at each examination	Monthly
2	Safety Devices	Tests safety devices	Six Monthly
3	Buffers	Test buffers	Two Monthly
4	Lift Car Roof Inspection	Inspect, clean controller, motors, generator and lighting	Monthly Depending on site conditions
5	Communication systems	Test telephones/Intercoms systems and warning lights	Not more than monthly intervals
6	Rack and Pinion Gears	Examine and inspect wear	Monthly
7	Emergency Lights	Test for functionality	Monthly
8	General Safety Signs	Visibility and condition	Monthly

5.9.2 Materials facilities and samples for tests and inspections

Not applicable

6. List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

7. KPIs

RACK AND PINION LIFT CONTRACT KPIs			
KPA	SOURCE OF EVIDENCE	SCORING	
1. Callout response	1. Shift Logs for Callouts 2. Sign-in book at EOD	5- Celing	Celing - Callout response within 1 hour
		4- Stretch	Stretch - Callout response within 90min
		3- Target	Target - Callout response within 2hrs
		2- Floor	Floor - Callout response over 2hrs but under 3hrs
		1-Kick in	Kick in - Callout response more than 4hrs
2. Statutory Compliance	Statutory Report from SAP/RWM	5- Celing	Celing - Not Applicable
		4- Stretch	Stretch - Not Applicable
		3- Target	Target - 100% compliance
		2- Floor	Floor - 90% compliance
		1-Kick in	Kick in - 80% compliance
3. NCRs	Contract File	5- Celing	Celing - All actions corrected after 12hrs of receipt.
		4- Stretch	Stretch - All actions corrected after 24hrs of receipt
		3- Target	Target - All actions corrected after 48hrs of receipt
		2- Floor	Floor - All actions corrected after 60hrs of receipt
		1-Kick in	Kick in - All actions corrected after 72hrs of receipt
4. Re-work	PMs from SAP	5- Celing	Celing - No rework in 1 month
		4- Stretch	Stretch - No rework in 2 months
		3- Target	Target - No rework per quarter on each lift
		2- Floor	Floor - 1 rework per quarter on each lift
		1-Kick in	Kick in - 2 rework per quarter on each lift
5. Compliance to Eskom Safety Standards	Safety Audits reports from SRM	5- Celing	Celing - Findings corrected in less than 12hrs
		4- Stretch	Stretch - Findings corrected in less than 24hrs
		3- Target	Target - Zero findings from the Safety Audit
		2- Floor	Floor - Findings corrected in 36hrs
		1-Kick in	Kick in - Findings corrected in 48hrs
6. Fault Diagnostics	1. Fault Report 2. Repairs activity plan	5- Celing	Celing - Fault report submitted withing 1hr of arriving on site
		4- Stretch	Stretch - Repair plan and fault report submitted within 2hrs of arriving on site
		3- Target	Target - Repair pan and fault report submission within 3hrs of arriving on site
		2- Floor	Floor - Repairs plan and fault reports submission within 4hrs of callout
		1-Kick in	Kick in - Repair plan and fault report submission within 5hrs
6. Finance Management	Invoices	5- Celing	Celing - Submit invoice on 23rd of the month
		4- Stretch	Stretch - Submit invoice on 24th of the month
		3- Target	Target - Submit invoice on the 25th as stated on the contract
		2- Floor	Floor - Submit invoice on 26th of the month
		1-Kick in	Kick in - Submit invoice on 27th of the month