

Provision of Ash and Coal Handling Yellow plant services required for the efficient running of the Eskom Power Stations under ERI BMS Ash and Coal Handling Operations for a period 15 months on an 'as and when required basis

BMS SITES AREAS (POWER STATION)

WORKS INFORMATION

The *works* consist of providing Ash and Coal Handling yellow plant services required for the efficient running of the Eskom Generation Power Station under ERI BMS Ash and Coal Handling Operations. Eskom Generation Power Station situated in different Provinces within Republic of South Africa.

WORKS INFORMATION

EMPLOYER's *OBJECTIVE*:

The Employer's objectives are to:

- Obtain yellow plant service providers to supply Mobile Yellow Plant to Eskom Power Stations
- Supply resources required for the management and control of the risks associated with the yellow plant maintenance and operation at different Power Stations for Ash and Coal Handling Operations.

Section 1	Description of the <i>works</i>
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Coal 3 HOD



07/02/2025



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Section 1: Description of the works

1.1 BACKGROUND:

Eskom Generation Power Station has to honour its coal supply agreement and ashing requirements, within the Power Station project,. Eskom Rotek Industries Bulk Material Service is responsible for the management of the Ash and Coal Handling Operations at different Power Stations. The operations include but not limited to the handling of coal (material) at the Coal Stockyard and of Ash at the Ash dam

The Operation is on a twenty four hour per day, seven days per week basis. The coal and Ash volumes vary from month to month depending on the Power Stations coal burning and ashing demands.

Operation activities required entails:

- Loading, Stockpiling, and compacting of coal to the Emergency and Strategic piles
- Reclaiming of coal from the Emergency, and Strategic stockpiles to Mobile feeders
- Hauling of coal from the Emergency offloading area to the Emergency or strategic stockpiles
- Dust suppression and maintaining of ash and coal roads
- Building of the Ash Dam
- Maintaining and operating of ash dam and coal stockpile
- Maintain high, "Good Housekeeping" standards in and around the machinery and work area
- Avoid any spillages from yellow plant due to maintenance or operating that contaminates the environment
- Comply to sites specific operational requirements as clearly displayed by the site management

The nominated yellow plant service provider will supply, deliver, and operate mobile yellow plant as agreed upon in the contract.

The nominated yellow plant service provider shall provide all labour, supervision, administration, and management to perform the mobile yellow plant service as required at all times.

1. 2. BOUNDARY DEFINITIONS

1.2.1. Ash and Coal Handling

1.2.1.1. Boundary Start:

Ash

Power Station discharge lines distribution point

Coal

Power Station Coal gate Weighbridge

1.2.1.2. Boundary End:

Ash

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Power Station Ash Dam

Coal

Power Station Coal Stock Yard Mobile Feeders

Section 2: Work to be performed by the *nominated yellow plant service provider* for the works

2.1 Yellow Plant Specifications

2.1.1. The Nominated yellow plant service provider is responsible to provide the yellow plant as per the BOQ that is attached for each station

2.2. Sourcing conditions

2.2.1 Yellow plant working shifts.

- 2.2.1.1. Mobile yellow plant pricing must be per hour at a dry rate. Operator rate must be priced separately
- 2.2.1.2. The minimum hours paid per weekday for the machine will be 9 hours (Excluding Saturday and Sundays), above 9 hours will be as per the hour meter reading for machines that operate on a 24-hour cycle. Saturday and Sunday will be remunerated on actual hours worked
- 2.2.1.3. 4 x Operators per machine (4 shift cycle). **Supplier to adopt the allocated site's shift roster**
- 2.2.1.4. The hire rate of the machine to include but not limited to establishment and de-establishment, all breakdowns, maintenance and hourly servicing costs for the plant. The rate will be deemed to include all requirements to execute the scope
- 2.2.1.5. The Operator rate will be capped at 22 hours for each day of the month. PPE, medicals, SHE Officer, transportation, accommodation, and all other resources that may be required to optimally execute the works will be deemed to be included in the operator rate
- 2.2.1.6. In the event of a breakdown, all payment will be forfeited for the breakdown hours.
- 2.2.1.8. Establishment and de-establishment will only be paid in the event of a compensation event and associated costs will be assessed according to relevant NEC compensation event clause.
- 2.2.1.10. Any service provider that is involved in unsafe act or environmental contravention will have the total fleet on site stopped until an improvement plan is approved by the ERI BMS site management.

2.2.2. Yellow plant working during the day.

- 2.2.2.1. Mobile yellow plant pricing must be per hour at a dry rate and include the Operator; the service provider must also quote for accommodation.
- 2.2.2.2. The minimum hours paid per day for the machine will be 9 hours; above 9 hours will be as per the hour meter reading
- 2.2.2.3. 1 x Operator per machine. PPE, medicals, SHE Officer, transportation, accommodation, and all other resources that may be required to optimally execute the works will be deemed to be included in the operator rate
- 2.2.2.4. Overtime during the week and weekends will be required if conditions necessitate it.
- 2.2.2.5. In the event of a breakdown, all payment will be forfeited for the breakdown hours.

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Establishment and de-establishment will only be paid in the event of a compensation event and associated costs will be assessed according to relevant NEC compensation event clause.

- 2.2.2.8. Any service provider that is involved in a unsafe act or environmental contravention will have the total fleet on site stopped until an improvement plan is approved by the ERI BMS site management.

2.3. Incident Investigation

The nominated yellow plant service provider will attend all scheduled investigations by Site Management relating to his/her yellow plant or yellow plant operators incidents. Appointed nominated yellow plant service provider site representative will attend site specific investigations as when he/she is invited in writing

2.4. Deliverables

- 2.4.1. The nominated yellow plant service provider shall provide a yellow plant maintenance plan for all yellow plant supplied under the contract

- 2.4.2. Yellow plant must meet the safety, health, environmental and quality regulations at a Power Station.

NOTE: Any costs associated with property damages or unsafe act caused by the nominated yellow plant service provider while rendering works upon investigation will be reimbursed by the nominated yellow plant service provider within a month of root cause identification notification through monthly assessment process.

- 2.4.3. The nominated yellow plant service provider provides yellow plant on BMS within forty eight (48) hours of notice given in writing

- 2.4.4. The nominated yellow plant service provider provides yellow plant (Dozer, Grader, Front end loader, Excavator and Roller, e.t.c.) with the following;

- 2.4.4.1. Stop blocks for all wheeled yellow plant and oil drip tray per yellow plant. The contractor will be responsible for supplying and safe keeping of the stopblocks

- 2.4.4.2. Competent yellow plant operators including verification reports of all documents.

- 2.4.4.3. Fitted aircondition and heater

- 2.4.4.4. Canopy fully sealed from dust or water ingress

- 2.4.4.5. Fitted with OEM Approved comfortable chair with safety belt

- 2.4.4.6. The plant must be within three years or maximum six thousand hours in use. Note any yellow plant above three years or six thousand hours in use must provide reliability test certificate issued by competent approved tester or OEM

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- 2.4.4.7. Fitted with fuel flow sensor
 - 2.4.4.8. Fitted with a strobe light
 - 2.4.4.9. **Where applicable a tracking device may be requested to be installed in the machine**
- 2.4.5. The nominated yellow plant service provider provides rolling plant (Water truck, Tippers and Articulated dump trucks, e.t.c.) with the following:
- 2.4.5.1. Stop blocks for all wheeled yellow plant and oil drip tray per yellow plant. The contractor will be responsible for supplying and safe keeping of the stopblocks.
 - 2.4.5.2. Competent yellow plant operators including verification reports of all documents. Note: All operators are subjected to site internal training assessment to declare them fit for work
 - 2.4.5.3. Fitted with double differential lock
 - 2.4.5.4. Fitted airconditioner and heater
 - 2.4.5.5. Canopy fully sealed from dust or water ingress
 - 2.4.5.6. The plant must be within three years or maximum six thousand hours in use. Note any yellow plant above three years or six thousand hours in use must provide reliability test certificate issued by competent approved tester or OEM
 - 2.4.5.7. Roadworthy certificate according to South African traffic act
 - 2.4.5.8. Fitted with a strobe light
- 2.4.6. The *nominated yellow plant service provider* provides safety protective equipments for the effective operation of the *Works*. Safety protective clothing required are hard hat, safety glasses, reflector vest, and safety steel toe boots.
- 2.4.7. The *nominated yellow plant service provider* at all times provide BMS Site Management with yellow plant availability and maintenance schedules on weekly basis to avoid ash and coal handling production loss.
- 2.4.8. The *nominated yellow plant service provider* develops yellow plant Operating philosophy to sustain their yellow plant operators competency in support of the BMS site management ash and coal obligations.
- 2.4.9. The *nominated yellow plant service provider* must identify and reconcile yellow plant machine hours daily with BMS Ash and Coal Site Management.
- 2.4.10. The *nominated yellow plant service provider* agrees on the managing and effective controlling of the operation by providing the following on monthly basis:
- 2.4.10.1. Yellow Plant availability
 - 2.4.10.2. Yellow plant maintenance strategy
 - 2.4.10.3. Yellow plant operators availability and competency
 - 2.4.10.4. Yellow plant hours

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2.4.10.5 All logbook requirements i.e. daily running times, diesel filling, inspection and manpower timesheets

2.4.11. The running times and intervals are determined by the *Employer*

2.5 General

2.5.1. The *nominated Yellow Plant Service provider* provides Mobile yellow plant as instructed by the Project Manager, according to the needs of the Employer.

2.5.2. The *nominated Yellow Plant Service provider* submits the daily yellow plant availability sheets to the site management at the end of each shift.

2.5.3. The *nominated Yellow Plant Service provider* informs the Employer before the end of every shift in writing of any safety incident, injuries and/or damage to any property or yellow plant

2.5.4. The *nominated Yellow Plant Service provider* fulfils his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the OHS Act and the compensation for injuries and Diseases Act.

2.5.5. The *nominated Yellow Plant Service provider* ensures that his yellow plant is suitable to provide the works during inclement weather and provides his employees with protective clothing so that work may be efficiently carried out.

2.5.6. The *nominated Yellow Plant Service provider* informs the site management of intentions to stop work during inclement weather. The *nominated Yellow Plant Service provider* and the site management assess the weather conditions with the intention to prevent the work from being stopped.

The *nominated Yellow Plant Service provider* shall stop the work once the inclement weather causes a safety and health risk to employees exposed to the weather on recommendation by site management.

2.5.7. The *nominated Yellow Plant Service provider* attends meetings arranged by the site management.

2.5.8. The *nominated Yellow Plant Service provider* completes daily records and submits these for acceptance to the site management. As a minimum these records contains:

Total people on Site

Total yellow plant being used

2.5.9. All communications, including faxes and telexes are addressed as follows:

Attention: The Project Manager or the *nominated Yellow Plant Service provider* (correspondence is not addressed to individuals as such, but may be marked for the attention of the relevant Project Manager or *nominated Yellow Plant Service provider*) ECH 001 to xxx (From the *nominated Yellow Plant Service provider's* Office. Correspondence is numbered sequentially on the basis of the communication source)

2.5.10. All correspondence headings include:

Power Station Eskom Rotek Industries

The contract description

The contract number

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The correspondence subject matter (Correspondence is delivered as a single package, with distribution being handled by the Project Manager in his organization or the *nominated Yellow Plant Service provider* in his organization.)

2.6 Yellow plant Site Requirements

2.6.1 The nominated yellow plant service provider obtains acceptance from the Project Manager for the Site mobilization and establishment plan before the nominated yellow plant service provider moves personnel and yellow plant onto or off the site.

- 2.6.1.1. The nominated yellow plant service provider's yellow plant supplied and used on the site complies with the Occupational Health and Safety Act, Act 85 of 1993 (as amended).
- 2.6.1.2. The nominated yellow plant service provider provides consumables, spare parts and lubricants required for the maintenance of his yellow plant.
- 2.6.1.3. Diesel driven Equipment is maintained at availability in excess of average 95%, measured at weekly intervals
- 2.6.1.4. The nominated yellow plant service provider replaces yellow plant when the *nominated Yellow Plant Service provider* cannot attain average 95% availability per week per Equipment
- 2.6.1.5. The nominated yellow plant service provider notifies the site management when his yellow plant is taken out of operation for maintenance purposes and the duration of the maintenance activity.
- 2.6.1.6. The nominated yellow plant service provider obtains the acceptance of the Project Manager in writing prior to reallocation of yellow plant to other work. Note: The Employer can move the nominated service provider yellow plant to any of their sites as when required including operators on rates stipulated in the contract

2.7 Supervision and personnel

- 2.7.1. The nominated yellow plant service provider must provide Supervisor as a key person (Competent person with three years construction or yellow plant mechanic work service qualified with any related national diploma) in the Contract Data.
- 2.7.2. The nominated yellow plant service provider's Supervisors is allocated to this contract on a permanent basis if there are more than five Machines supplied on site but if there are less than five, the supervisor will be required on weekly basis or as when required due operation needs, and such person can be shared within ERI BMS ash and coal handling operation on fifty meter radius that means above fifty meter radius two key persons will be required.
- 2.7.3. The nominated yellow plant service provider's Supervisors must ensure that:
 - 2.7.3.1. Yellow plant hours are reconciled
 - 2.7.3.2. Yellow plant operator's absenteeism is controlled
 - 2.7.3.3. Yellow plant operators are competent and competency certificates are in the safety file
 - 2.7.3.4. Yellow plant maintenance execution is implemented without production loss
 - 2.7.3.5. Yellow plant site compliance adherence at all times

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- 2.7.3.4 During abnormal working hours, the nominated yellow plant service provider's supervisor will be notified by the site management in order to ensure that unsafe acts and production losses are not experienced during Works implementation
- 2.7.3.5 The nominated yellow plant service provider's prove to the site management that the employees used to provide the works are competent in their areas of responsibility and are located on accessible areas in case of strikes or unrest.

2.7 BEE/SMME/Black Women-owned Requirements

This shall be as per the SD&L requirements of the contract

2.8 Site location and arrangement

The Ash and Coal Handling is located at a Power Station in the Province.

Definition acronyms and abbreviations

URS	User Requirement Specification
HBS	Hardware Breakdown Structure
OEM	Original Equipment Manufacture
BMS	Bulk Material Service
ERI	Eskom Rotek Industry
Nominated Yellow plant service provider	Supplier appointed by ERI BMS to supply yellow plant in writing

Section 3: Employer Responsibilities

3.1 General

- 3.1.1. The *Employer* provides access to the Site.
- 3.1.2. The *Employer* provides induction training.
- 3.1.3. The *Employer* provides identity permits for access control purposes.
- 3.1.4. The *Employer* provides potable water, workshop facilities, and sanitary facilities on Site.
- 3.1.5. The *Employer* informs the *nominated yellow plant service provider* of any statutory requirements.
- 3.1.6. The *Employer* provides daily operational requirements.
- 3.1.7. The *Project Manager* informs the *Contractor* of any changes to the operational requirements when the *Project Manager* becomes aware of the changes.
- 3.1.8. The *Employer* provides all standard format documentation to be used for this contract
- 3.1.9. The *Employer* provides the *Contractor* with the Sites SHE Specifications before work commences.

3.2 Site facilities provided by the *Employer*

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3.2.1 Site Yard

3.2.1.1. The *nominated yellow plant service provider* will share an off-terrace yard with ERI, inside the Power Station security fence, for his use during the full period of his Site works.

3.2.1.2. The *nominated yellow plant service provider* will ensure that the work area in the yard is kept clean at all times after use and housekeeping is adhered to.

3.2.2. Supply of electricity

3.2.2.1. When required the nominated yellow plant service provider will share electricity with ERI BMS site as agreed upon with Project Manager

3.2.3 Lighting

3.2.3.1. The lighting requirements will be shared by project manager to nominated yellow plant service provider as and when required.

3.2.4 Water

3.2.4.1. The *Employer* supplies reasonable quantities of potable water required for the purposes of this contract free of charge. The *nominated yellow plant service provider* is responsible to ensure that contracted yellow plant comply to site requirements and to remove it on *Completion*.

3.2.5 Telecommunications

3.2.5.1. The *nominated yellow plant service provider* supplies the necessary phone facilities to enable communication with the *Employer* and workers without any delay.

Section 4: PROGRAMME AND PLANNING

4.1 Minimum programme requirements

4.2. Computerized planning and reporting

4.2.1. Resource information for manpower and yellow plant based on the Accepted Programme and reflected in resource histograms are provided.

4.3 Submission of programme

4.3.1. The *nominated yellow plant service provider* submits two hard copies and one electronic copy to the *Project Manager* for acceptance.

Section 5: COMPLETION

5.1 Work provided by the *Contractor* by the *Completion Date*

- 5.1.1. After Completion the *nominated yellow plant service provider* submits the documentation for the *works* in accordance with the *Employer's* documentation requirements.
- 5.1.2. Completion takes place after the *Project Manager* has verified the submitted documents.

Section 6: SITE FEATURES REQUIRING SPECIAL ATTENTION

6.1 Access for and interface with other *Contractors*

- 6.1.1. Other contractors are working in the same area as ERI BMS. In this regard, the *nominated yellow plant service provider* co-ordinates his work with the *Employer* to maintain harmonious working conditions on Site.
- 6.1.2. During the progress of the *works*, the *nominated yellow plant service provider* will be guided by site supervision on access to other *Contractors* to execute works carried out in other contracts.

6.2 Existing structures and services

- 6.2.1. The *nominated yellow plant service provider* exercises the necessary care and skill to ensure adequate protection of all existing works and services, in or adjacent to the *works*, during the period.

6.3 Allocate Parking Area

- 6.3.1. The Nominated yellow plant service provider will be allocated area for parking the yellow plant as when operators are on lunch, safety talks or any other related site matters that requires yellow plant out of service.
- 6.3.2. The nominated yellow plant service provider will ensure that maintenance is conducted on designated allocated areas not within production areas

6.4 Site regulations

- 6.4.1. The nominated yellow plant service provider complies with the Site Regulations, a copy of which is available for perusal at the *Employer's* offices. All Site Regulations form part of this contract.
- 6.4.2. The nominated yellow plant service provider is expected to adhere to displayed regulations of Various ERI BMS ash and coal

6.5 Accommodation

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- 6.5.1. The *nominated yellow plant service provider* is responsible for the provision of his own accommodation for all his employees engaged in the execution of the *works*. This includes the needs of his Sub-contractors. The cost for accommodation taking into consideration strikes and unrest must be quoted for by the service provider. ERI BMS will not provide transportation to and from work for the service provider's employees working shifts.

Section 7: QUALITY MANAGEMENT

7.1 Quality Requirements

- 7.1.1. The *nominated yellow plant service provider* conforms to the Quality Management requirements as stipulated in the User Requirement specification.

- 7.1.1.1. The quality requirements are as per ISO 9001 and Eskom Standard CAM Doc 004/5602 Quality Requirements for Engineering and Construction works (Annexure A and B for the applicable sections)

- 7.1.1.2 The nominated yellow plant service provider submits the following items when changes occur:

- 7.1.1.2.1. Organograms (no changes are allowed prior to the *Project Manager's* acceptance)

- 7.1.1.2.2. Copy of risk management associated with maintenance and operation of yellow plant including all work instructions and procedures

7.2 Interpretation of incorporated documentation

Wherever the following words or phrases are used in the listed or referred documentation, they are interpreted in this *contract* as follows.

Word or phase	Interpretation
'Eskom Rotek Industries' (Eskom or Electricity Supply Commission) in the context of: - owner, occupier or user of the new asset - insurer of the <i>works</i> - paymaster (i.e. Eskom shall pay) - a party to the contract	the <i>Employer</i>
'Eskom Rotek Industries' in the context of: - a duty or procedure to be performed in the administration of the contract	the <i>Project Manager</i> or the <i>Employer</i> as determined by the <i>conditions of contract</i>
accepted by (or to the satisfaction of) the <i>Project Manager</i> , Engineer or the Architect	accepted by the <i>Project Manager</i> or the <i>Employer</i>

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	Word or phase	Interpretation
	a duty, procedure, decision or action of the Engineer or the Architect and or the Superintendent, Eskom's Representative, Site Employer or Clerk of Works	an action of the <i>Project Manager</i> or the <i>Employer</i> depending on the context. Clause 14 of the Core Clauses determine what the actions of each are. Either may delegate in terms of Clause 14.2

Section 8: SAFETY MANAGEMENT

- 8.1. The *nominated yellow plant* service provider complies with the requirements of the OHS Act 85 of 1993 as well as the *Employer's* Standards and Procedures regarding 'Health and Safety at Medupi Power Station: Requirements to be met by *Contractors*'. Doc No. 009/100.
- 8.2. The nominated yellow plant service provider co-operates fully with the Employer's accident prevention policy as defined in this Works Information. The nominated yellow plant service provider adheres to any additional safety requirements of the Employer on site.

8.3. Entry:

- 8.3.1. The *nominated yellow plant* service provider obtains entry permits, which are issued free of charge by security upon submission of the employee's valid identity documents, subject to *Employer's* applicable rules. The permits remain the property of the *Employer*.
- 8.3.2. The *nominated yellow plant* service provider and his employees are always in possession of an entry permit to enable identification is made immediately.
- 8.3.3. The *nominated yellow plant* service provider consents to the *Employer's* security searching and inspecting property belonging to the *Contractor* entering or remaining within the area.
- 8.3.4. The *Employer* requires a security clearance of all persons entering the area. The *Contractor* applies for the security clearance of its personnel 48 hours in advance of bringing the personnel to Site.
- 8.3.5. The *nominated yellow plant* service provider obtains temporary permits only in cases of an emergency breakdown.

8.4. Fixed Plant Permits:

- None

8.5. Vehicles:

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- 8.5.1. The *nominated yellow plant* service provider proves to the Project Manager that all drivers of vehicles used by the *nominated yellow plant* service provider to execute the Works are in possession of the Employer's authorized driver's licenses.
- 8.5.2. The *nominated yellow plant* service provider obtains vehicle permits for vehicles required to provide the Works from the Employer's security department.
- 8.5.3. The *nominated yellow plant* service provider obeys the instructions of the Employer's security personnel when the *nominated yellow plant* service provider's vehicles and those of his Subcontractors are stopped for search and investigation purposes.
- 8.5.4. The *nominated yellow plant* service provider's supplier's drivers identify themselves by means of a valid identity document and produce a delivery note addressed to the *nominated yellow plant* service provider.

8.6. Yellow, Plant and Materials, tools and other things required to execute the Works:

- 8.6.1 The *nominated yellow plant* service provider inventories all Equipment, Plant and Materials, tools and other things required to provide the Works entering the Site on the prescribed forms obtainable from the *Employer's* security. The original inventory is retained by security and the *Contractor* retains a duplicate copy of the inventory.
- 8.6.2 All Equipment, Plant and Materials, tools and other things required to provide the Works brought into the Site by the *Contractor* is clearly marked and is not removed from the Site unless the *nominated yellow plant* service provider identifies it as his property and the *Employer* accepted the removal.

8.7. General:

- 8.7.1. Security maintains discipline on Site and disciplinary action against traffic offenders needs to be implemented by the Contractor to the Employers satisfaction.
- 8.7.2. The *nominated yellow plant* service provider does not permit personnel who are under the influence of drugs or alcohol to enter the Site.
- 8.7.3. Further information regarding security requirements is available from the security office at the main gate:

Section 9: Environmental management

- 9.1. Eskom Power Station is to be licensed to operate under the National Water Act (Act 36 of 1998), and all plant operations, Maintenance and Engineering staff ensures that the license conditions detailed within the requirements of the act are met at all times.
- 9.2. The Employer is committed to meet the environmental regulations. The *nominated yellow plant* service provider to meet the following environmental requirements:

- 9.2.1. Storm water

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9.2.1.1. The *nominated yellow plant* service provider ensures that clean and polluted storm water is and remains separated. All drains are cleaned on a scheduled basis to ensure the drains working at all times. All drainage channels and pipes are kept clean at all times and special attention is given to clean the drains after rain.

9.2.2. Contaminated soil

9.2.2.1. All contaminated soil outside the contained stock yard is removed and dumped at a approved and demarcated area.

9.2.3. General Control of Site Activities

9.2.3.1. The Site is controlled in an environmentally responsible manner. Note the following:

9.2.3.1.1. Noise and pollution levels for all construction Equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from Site.

9.2.3.1.2. Temporary services are maintained in a good and proper manner.

9.2.4. Plant & Material wash-down facilities

9.2.4.1. Wash down of plant and material can only be done in areas designated by the Project Manager

Section 10: Site services and procedures

10.1 The *nominated yellow plant* service provider applies for access permits at the security gate when access to Eskom Power Station site is required

10.2 The *nominated yellow plant* service provider's personnel are in the possession of their access permits at all times when on the Site.

10.3 The *nominated yellow plant* service provider provides security for protection of Equipment, Plant and Materials required to provide the Works

Section 11: Restrictions applicable to the Contractor

11.1. The *nominated yellow plant* service provider keeps records of maintenance tasks executed by the *Contractor* as specified by the original equipment manufacturers.

11.2. The *nominated yellow plant* service provider interfaces with the *Employer's* personnel to execute specific operational tasks when and does not execute these tasks without prior permission from the *Employer*.

Section 12: Accounts and records

12.1. Requirements for the Meetings

12.1.1. A "Kick-off meeting" within one month after contract award needs to be held.

12.1.2. The *nominated yellow plant* service provider arranges and chairs all technical discussion meetings and records minutes of meetings. Weekly progress meetings need to be held. Minutes of meetings are submitted for acceptance to the *Project Manager* at most one day after the meeting and then distributed to the rest of the attendees.

12.1.3. The *nominated yellow plant* service provider in conjunction with the *Project Manager* arranges the date and venue of the above-mentioned meetings.

12.2. Assessment, Cash flow and Invoicing

12.2.1. The *Employer will or the employers representative will provide a signed copy of yellow plant and manpower hours to the nominated yellow plant service provider for each machine on site by the 27th day of the month, or the next business day if the 27th falls during a weekend.*

12.2.2. *After reviewing the timesheets from ERI the nominated yellow plant service provider must submit an acceptable invoice on the 28th day of the month, if this day falls on a weekend the invoice must be submitted on the next business day.*

12.3. The invoices from the *nominated yellow plant* service provider contain at least the following information

12.3.1. The registered name of the company

12.3.2. The VAT registration number of the company

12.3.3. The contract number

12.3.4. The invoice sequence number

12.3.5. The total cost of compensation events (change order) to date

12.3.6. The amount paid to date

12.4. Financial records and accounts

12.4.1. The Employer pays by bank transfer.

12.4.1.1. The *nominated yellow plant* service provider r accepts the risk of incorrect bank transfers arising from changes to the *nominated yellow plant* service provider's banking information.

Provision of Ash and Coal Handling Yellow plant services required for the efficient running of the Eskom Power Stations under ERI BMS Ash and Coal Handling Operations for a period 15 months on an 'as and when required basis

12.4.1.2. All payments are provisional and subject to audit.

12.4.1.3. The *Project Manager* deducts any amount owed by the *nominated yellow plant* service provider to the *Employer* from any amount owed by the *Employer* to the *Contractor*.

12.4.1.4. The *nominated yellow plant* service provider submits original invoices complying with the Value Added Tax Act.

12.5. SUB-CONTRACTING

12.5.1. If the *nominated yellow plant* service provider appoints Subcontractors/suppliers, then the *nominated yellow plant* service provider deals with, manages and expedites all queries from such Subcontractors/vendors.

12.5.2. All Subcontractors/suppliers are listed and where appropriate is included under the secrecy agreement. Subcontractors/suppliers are not changed without prior acceptance by the Project Manager.

12.5.3. The works or portions of the works are not sub-contracted without prior acceptance from the Project Manager.

12.5.4. Any service to be provided or provided by a Sub-contractor remains the responsibility of the *nominated yellow plant* service provider, as part of his contract.

12.5.5. The New Engineering Contract (N.E.C.) is used as a back-to-back contract with all major Sub contractors/suppliers.

SECTION 13 LISTS OF CONTRACT DRAWINGS & DOCUMENTATION

None