



NEC3 Term Services Contract (TSC)

A contract between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/30)

and _____

for **MAINTENANCE OF ASH AND COAL PLANT
EQUIPMENT FOR A PERIOD OF 36 MONTHS**

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Contract Number:

Documentation prepared by:

C1.1 Form of Offer & Acceptance

Offer

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

MAINTENANCE OF ASH AND COAL PLANT EQUIPMENT FOR A PERIOD OF 36 MONTHS

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices not exceeding and exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(amount Excl. VAT in words):	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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

Name

Capacity

Date

Address:

For the tenderer:

Witness

Name

Signature

Date

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature

Name

Capacity **Camden Power Station Manager**

Date

Address: **ESKOM HOLDINGS SOC LTD., Camden Power Station, Private Bag X1002, NUCAM, 2355**

For the purchaser:

Witness

Name

Signature

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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 Purchaser

Signature

Name

Capacity

Date

On behalf of:

Witness

Name

Signature

Date

Camden Power Station Manager

Eskom Holdings SOC LTD., Camden Power Station

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation
		X2 : Changes in the law
		X17: Low service damages
		X13: Performance bond
		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 Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented By:	
	Tel No.	
	Fax No.	
	E-mail address	

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

10.1	The <i>Service Manager</i> is (name):	_____
	Address	Eskom Holdings SOC Limited Camden Power Station Private Bag x 1002 NUCAM 2355
	Tel	_____
	Fax	_____
	e-mail	_____
11.2(2)	The Affected Property is	Camden Power Station
11.2(13)	The <i>service</i> is	MAINTENANCE OF ASH AND COAL PLANT EQUIPMENT FOR A PERIOD OF 36 MONTHS
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	_____
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	Defect period is 365 days after installation.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive 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	60 days

51.4	The <i>interest rate</i> is	<p>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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	Any deviation from the scope must be raised to the Service Manager for approval before execution.
7	Use of Equipment Plant and Materials	Equipment plant to be supplied by the contractor. Materials or spares will be supplied by the Employer.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	-----
83.1	The minimum amount of cover for insurance against loss and damage	the amount of the deductibles relevant to the event described in the "Format TSC3"

	caused by the <i>Contractor</i> to the <i>Employer's</i> property is	insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rand).
9	Termination	Contract is terminated after scope completion and or after contract period. The employer reserves the right to terminate on the bases of the business needs.
Note:	There is currently a process undertaken by Eskom Head Office to establish a National Contract. Service providers are advised that should this process be finalised before the end date of this contract, Eskom reserves the right to terminate this contract and allow national contract to take over. In such an event termination procedures as stated in the NEC3 Term Service Contract (TSC3) of April 2013 will come into effect.	
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	5 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	The republic of South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
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.
X13	Performance Bond	
X13.1	The Contractor gives the Employer a performance bond, provided by a bank or insurer which the Service Manager has accepted, for the amount stated in the Contract Data and in the form set out in the Service Information. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the Employer within four weeks of the Contract Date.	
X17	Low service damages	

X17.1	The <i>service level</i>	The penalty of R1 500.00 per day limited to 15% of the contract will be deducted should the contractor fails to perform/action the task as required by the employer.
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	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</p> <p>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
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 in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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	12 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	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> , 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 an 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 The Employer is the operator of the Camden Power Station, a coal fired plant installation, as designated by the National Electricity Regulator of South Africa (NERSA) and is the holder of the electricity generation licence in respect of the Camden PS which is one of the stations selected for repurposing. Therefore, the contract usage may from time to time reduce during the ramping down of the units and the usage of services will be on an "as and when required" basis.
- Z11.2 Subject to the provisions of sub-clause Z11.1 above, the Employer may after giving the Contractor a written notice of not less than 60 days (Sixty days) Terminate the Contractor's obligations to Provide the Services if the Employer's business cease to operate at Camden Power Station prior to the end of the service period in this contract.
- Z11.3 If the Contractor's obligation to Provide the Services is terminated for this reason sated in sub-clause Z11.1 above, this shall constitute a reason for termination by the Employer as contemplated under NEC3, and the procedures shall be those on termination table P1 and P4 as stated in clause 92 and the amount due on termination shall be A1 and A2 and stated in clause 93.

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.

- 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.
- 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.
- 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.
- 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: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng on 011 800 4031 or [Leighton.Itholeng@eskom.co.za]

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	_____ _____ _____ _____
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	_____% _____%
11.2(14)	The following matters will be included in the Risk Register	_____
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	_____
21.1	The plan identified in the Contract Data is contained in:	_____
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience:	_____ _____ _____ _____ _____

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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 _____.
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>	1

C2 Pricing Data

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed 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.

2. Function of the Price List

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

3. Link to the Contractor's plan

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

4. Preparing the price list

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

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

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

4.1 Format of the *price list*

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

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

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

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

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

[illegible]

Note:

Suppliers/Service Providers to include in their pricing all activities associated with providing this service.

Please do not change or alter the above price list, but rather add attachments should you want to show your breakdown and/or additional information.

ESKOM HOLDINGS SOC LIMITED

MAINTENANCE OF ASH AND COAL PLANT EQUIPMENT FOR A PERIOD OF 36 MONTHS CONTRACT NUMBER _____

Suppliers/Service Providers who change/alter the above price list will be disqualified.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	9
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

1. EMPLOYER'S SERVICE INFORMATION

Introduction

Camden Power Station Common Plant is looking for assistance with maintaining plant equipment. This document contains all the maintenance work that needs to be performed in Ash and Coal plant equipment at Camden Power Station.

2. Supporting Clauses

2.1 Scope

The scope of work is limited to Ash and Coal plant equipment at Camden Power Station.

2.1.1 Purpose

The purpose for this scope of work is to define the requirements for maintenance, repairs and services of Ash and Coal plant equipment.

The objective is to establish 36 months maintenance contract for the contractor to provide maintenance inspections, repairs and services/overhaul of Ash and Coal plant equipment at Camden Power Station on a full-time basis.

2.1.2 Applicability

This document shall apply to the contractor who will be awarded a maintenance contract to execute maintenance, repairs and services of Ash and Coal plant equipment at Camden Power Station.

2.1.3 Effective date

This document is effective on the date of the authorisation signature.

2.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

2.2.1 Normative

- 1 ISO 9001 Quality Management Systems
- 2 PMTemplates/MainTStrategy - Maintenance Execution Strategy for Coal Handling Plant
- 3 PMTemplates/MainTStrategy - Maintenance Execution Strategy for Ash Handling Plant
- 4 240-55864434 – Storage and Handling of Conveyor Belting is Eskom Guideline
- 5 240-55864490 – Splice Design for Steel Cord Reinforced Conveyor Belting Guideline
- 6 240-120532564 – Splicing and Repairs of Steel Cord and Textile or Plied Reinforced Conveyor Belting

Maintenance of Ash and Coal Plant Equipment

- 1 240-55864503 – Belt Conveyor Mechanical Components
- 2 240-55864553 – Magnetic Separators and Metal Detectors Standard
- 3 004 9646 – Operating Technical Specification Coal Plant
- 4 004 9645 – Operating Technical Specification Ash Handling Plant
- 5 PSR & ORHVS
- 6 Safety Entry Regulations
- 7 SANS 1313-1:2012 – Conveyor Belt Idlers Part 1
- 8 SANS 1313-3:2012 – Conveyor Belt Idlers Part 3
- 9 SANS 1669-1:2005 – Conveyor Belt Pulleys Part 1
- 10 SANS 1669-2:2005 – Conveyor Belt Pulleys Part 2
- 11 SANS 1173:2024 – Conveyor Belting – General Purpose Textile Reinforced Construction

12 SANS 1366:2024 – Conveyor Belting – Steel Cord Reinforced Construction

2.2.2 Informative

- 1 Occupational Health and Safety Act 85 of 1993
- 2 Doc No 004/4830 Camden Power Station Safety, Health and Environment Specification

2.3 Definitions Definition*Employer***Explanation**

Organisation that employs others. In this case it refers to Eskom Holdings SOC Ltd as the one who is employing the *Contractor* to perform a scope listed in this document.

Contractor

A person or company undertaking to perform work for the *Employer*.

2.4 Abbreviations**Abbreviation****Explanation**

AWR	Ash Water Return
CBM	Condition Based Maintenance
ECSA	Engineering Council of South Africa
EOD	Electrical Operating Desk
Eskom	Eskom Holdings SOC Ltd
HVR	High Voltage Regulations
FFP	Fabric Filter Plant
ISO	International Organization for Standardization
PM	Planned Maintenance
PPE	Personal Protective Equipment
PSR	Plant Safety Regulations
PTW	Permit to Work
QCP	Quality Control Procedure
Abbreviation	Explanation
AWR	Ash Water Return
RP	Responsible Person
SABS	South African Bureau of Standards
SAP	Systems, Applications and Products
SAP PM	Systems, Applications and Products Plant Maintenance
SOW	Scope of Work
WM	Works Management

2.5 Roles and Responsibilities

Common Plant Engineering Department – Responsible for drawing up a scope and setting up maintenance contract as per terms stipulated in this scope of work document.

Common Plant Maintenance Department – Responsible to review this scope document and ensure that all maintenance activities are covered before the document can be authorised.

Senior Supervisor Maintenance – Ensures that all activities done by the Contractor are done to the satisfaction of Eskom's standards and procedures.

Contractor – Implements the scope as covered in this document.

Contract Supervisor – Manages the contract with the contractor and ensures that the Contractor performs activities that are within the scope of the contract.

Procurement Department – Responsible to ensure that the procurement process is properly followed in setting up the maintenance contract for Ash and Coal plant equipment.

2.6 Process for Monitoring

N/A

2.7 Related/Supporting Documents

N/A

3. Scope of Work for Maintenance of Ash and Coal Plant Equipment

The work consists of inspections, repairs and service/overhaul of Ash and Coal plant equipment at Camden Power Station on a full-time basis with the following expectations:

- The contractor is expected to take permits as per the PSR (Plant Safety Regulations). The contractor must have a responsible person/s (RP) for each activity during normal working hours, on standby and for multiple activities when required by the client if it is deemed to be safe.
- The contractor is expected to provide skilled and experienced personnel to execute the scope of work stipulated in this document.
- The contractor is expected to liaise on daily basis with the operating contractor to plan work and optimize the availability of plant.
- The contractor must have representation on daily maintenance and production meetings.
- The contractor shall issue new PPE to employees when the already issued PPE is no longer effective. All PPE (including masks) must be SABS approved.
- The Contractor shall provide correct equipment and tools to its employees to perform task/s given to them.
- The contractor shall provide suitable facilities (e.g. Lockers) for its employees.
- The minimum wage must be paid to all contractor's employees, and an audit will take place from time to time. Only allowable deductions are allowed (e.g. deductions for provision of PPE will not be allowed).

3.1 Maintenance Requirements

The contractor to conduct routine inspections, mechanical repairs and inspections in accordance with the details and inspection frequencies on the maintenance strategy documents. Defects are to be loaded on SAP system by the Contractor for tracking and archiving. The Contractor will be requested by the client to do plant modifications in a form of engineering instruction.

All work should be executed by qualified and trained personnel using correct tools and equipment to ensure a reliable plant. Quality inspections to be done on critical tasks with Eskom personnel signing it off. Quality Control Procedures (QCP) to be submitted and approved by the employer before any work may commence.

3.1.1 Maintenance Scope and Philosophy

The Ash and Coal plant systems are expected to be maintained (by the Contractor) according to a defined maintenance programme developed by the Employer. All system's planned maintenance activities are listed with periods at which stage the activity is to be carried out. The scope of work will focus on a specific plant area and equipment. This is dynamic and contractor will be responsible for it being updated according to the maintenance strategy.

The contractor will perform the following Mechanical maintenance according to Employer approved schedules:

a) Running maintenance/Inspections

Running maintenance/inspections is seen as the daily/weekly plant walk downs that will be done by the Contractor. During these walk downs, qualified and experienced artisans will do inspections while the plant is in operation. All defects or potential failures will be recorded on the SAP system as a base for recording defects. The inspections completed work paperwork and loading defects will be documented accordingly by the contractor.

The defects will be listed, and corrective actions will be planned according to the priority of the defects. Detailed planning of critical/major activities, together with QCPs and risk assessments will be done by the contractor and approved by the Contract Supervisor. Where permit to work (PTW) is required, the work will be planned with the Production Manager of Camden Power Station via Common Plant maintenance personnel.

b)Planned Maintenance

Planned maintenance schedules are initiated by the Employer, and they will be followed to prevent any potential breakdowns or failures of equipment. These Maintenance schedules will be generated from the SAP PM system and consists of daily, weekly, monthly, quarterly, yearly inspections/activities and as required by the Employer.

c)Corrective Maintenance

All unpreventable and unforeseen plant failure occurrences, replacement/repair of damaged equipment.
Condition Based Maintenance

The purpose of the maintenance strategies and Condition Based Maintenance (CBM) is to enable the monitoring of the physical condition and potential failures modes of equipment. Plant Performance Department performs most of the CBM.

The list of CBM work orders will be included in the above-mentioned list of planned maintenance schedules.

QCP's, Safe Work Procedures and Job Observations

- Contractor to develop and submit QCP's for approval before any work can be done at the plant.
- QCP's with action plans, safe work procedures and job observations shall be produced at the request of the Employer at any given time.
- QCP's must be signed and approved by quality controller, engineer and Ash and/or Coal plant Supervisor upon/during execution of the approved activity to be performed in the plant depending on the intervention points that are included during the approval of the QCP by the relevant stakeholders.
- Risk assessment to form part of each activity that is performed at the plant.

3.1.3 Works Management Process

Planning will be done daily between the employer and the contractor. The daily plan will include corrective and planned maintenance schedules.

When a particular task requires pre-planning, the employer may request a program from the contractor. The program to be submitted with all the activities specified in the scope of work, indicating at least the following:

- Activities to be performed in chronological order,
- Timeline for each activity,
- Calendar day/s in which activities will be performed,
- All known interfaces with other activities of the Employer or Others (including scaffolding, lagging, electrical and instrumentation work).

Updating of the plan for the works will be done daily and more regular updating may be required. The Employer will be entitled to change the plan at any time as and when other tasks take precedence.

An activity for which a corrective or planned maintenance schedule has been issued, will only be recorded as complete when the SAP work order issued for this activity is submitted with all relevant details, signatures and returned to WM for it to be loaded on SAP.

The Employer has a planning system called SAP PM, which records all corrective maintenance identified and all planned maintenance schedules. All the Employers documentation will be used in every activity performed on the respective plant with accurate information of the required actions undertaken to restore the system back to a working condition. All Planned Maintenance (PM) completed to be verified and approved by Ash and/or Coal Plant Supervisor. All man-hours, staff used, material used, corrective or planned actions taken must be recorded on the corrective maintenance (CM) or PM documentation which is forwarded to WM for capturing on the SAP system. Camden Power Station reserves the right to do quality checks at any time. It will be the philosophy of this contract that if a problem is identified while carrying out an inspection, a defect is raised to rectify the problem as corrective maintenance.

The scope for the contract is for both PM and unplanned corrective maintenance (breakdowns). Standby personnel should be provided for unplanned corrective maintenance/breakdown activities.

Response time for standby personnel callouts after hours (Monday until Friday), over weekends and all public holidays will be one (1) hour from the time the call has been received by the Contractor to the time the Contractor reports to the Shift Manager on standby on site. Standby lists are to be given and updated at Electrical Operating Desk (EOD) via the Contract Supervisor. Standby and call-out costs are included in the monthly contract amount. This contract includes PTW requirements for sub-contractors excluding specialised work for the Ash Plant equipment and Coal Plant equipment (e.g. Belt splicing and new project work).

The Contractor will be required to create access for other partners (Employer or other personnel asked to perform other activities by the Employer) that perform work at Ash and Coal plant (e.g. Removal and installation of motors and lifting of conveyor counterweight).

Contractor is required to submit a task plan to Common plant supervisor for each planned or breakdown activity which is subject to the approval by production, planners or managers before any work can commence.

3.1.4 Spares Management

The Contractor will contribute to spares management by timeously providing a report/detail of spares required to the Contract Supervisor and this includes conducting stores walk-down to identify zero stock levels/obsolete spares and cataloguing spares. Stores walk-downs and reporting should be done on a weekly basis.

3.1.5 Experience

Below are the qualified and experienced skills that are required:

- Site Manager
- Supervisors
- Safety officers
- Mechanical Artisans
- Fitter & Turners
- Planner
- Riggers
- Boiler Makers
- Welders
- Semi-skilled workers
- Equipment operators (yellow plant)

Support Structure:

- Drivers (bus/taxi/bakkie)
- General workers

Notes:

- Contractor will be responsible for compiling the scope, programme and resource allocation in the entire task given to them and to ensure that all equipment and tools needed to execute that task are available (e.g. rigging equipment which includes slings, crawls, chain blocks, electric hoists up to 5 tons. Machine tools like grinders and drilling machine etc.)
- Contractor to ensure availability of mobile equipment and drivers on a full-time basis (e.g. telescopic handler, Excavator, forklift and cherry picker for execution of pipe work and working at heights).
- Contractor to ensure that their employees are trained to operate the above-mentioned machines and mobile equipment that require a licensed person to operate.

3.1.6 Plant Safety Regulations

The Contractor shall do permit application and verify isolations in the plant from all sources of dangers as described in the Plant Safety Regulations (PSR). The *Employer* shall on request make available a copy of the latest revision of the PSR to the Contractor.

The contractor shall conform to all rules and regulations applicable to PSR requirements and shall complete the Worker's Register prior to working on the plant.

The contractor shall always provide persons who are authorised as RP according to the PSR for accepting a PTW. It is required that a minimum of 50% of the qualified workforce to be authorised as RP. These persons will be required

to attend and pass a theoretical course as well as satisfy the examining committee that they are competent before being authorised for both Ash and Coal Plants.

3.1.7 Drawings

Drawings detailing the Ash Plant systems and Coal Conveyor Plant systems are available at Camden Power Station Documentation Centre.

3.1.8 Rigging Equipment

The Contractor shall:

- Provide rigging and lifting equipment and tools.
- Always ensure availability and reliability of rigging and lifting equipment
- Provide module lifting equipment.
- Perform monthly inspection on own lifting equipment.
- Perform load testing of own lifting and rigging equipment.
- Repair or replace own defective equipment to ensure availability and reliability.

3.2 Coal Plant Maintenance

The maintenance of the Coal Handling plant involves all coal conveyors and all their subsystems and components. These subsystems and components may include the following and more:

- All gearboxes
- All Fluid Drive Couplings
- All Rigid Couplings
- All Gravity Take-up systems and their subsystems
- All Coal Plant chutes and their subsystems
- All the pulleys and their subsystems
- All the Tripper Cars and their subsystems
- All the Skirting Rubbers
- All the Idlers
- All the Belts
- All the magnetic separators and the subsystems
- All the Sampling Hammers and their subsystems
- Sump pumps

3.2.1 Conveyor Belt Repairs/Replacement

The Contractor will pull in and clamp any belting or part thereof that may require repair or replacement as well as prepare such jobs to allow others to perform splicing, repairs or re-lagging activities.

3.2.2 Gearboxes

The Contractor inspects all gearboxes as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

- Oil leaks and damaged/worn seals
- Oil level
- Causes for excessive operating temperatures
- Loose bolts
- Defective bearings
- Internal inspection

The Contractor shall perform maintenance on the gearboxes based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- Condition monitoring reports
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Oil top-ups
- Greasing all backstops and anti-run back
- Fault finding and rectification
- Installation, removal and replacement of gearboxes (this may involve lifting equipment)
- Alignment as per approved procedures.
- Transporting gearboxes to and from stores

3.2.3 Pin-Bush and Fluid Drive Couplings

The Contractor shall conduct inspections as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

- Damaged components
- Faulty couplings
- Misalignment
- Non-functional fusible plugs on fluid-drive couplings
- Fluid-drive oil level or overload

The Contractor shall perform maintenance based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- Condition monitoring reports
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Oil top-ups
- Alignment as per approved procedures
- Replacement of fluid coupling components

3.2.4 Holdback Units

The Contractor shall conduct inspections on holdback units as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

- Oil levels
- Oil leaks
- Seals inspections
- Backstops inspections
- Stop lugs and internal inspections

The Contractor shall perform maintenance based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Oil top-ups and oil changing
- Seals replacement
- Stop lugs replacement
- Internal cleaning with degreasing agent (Grease must never be used for internal lubrication of backstops)

3.2.5 Conveyor Idlers

The Contractor shall conduct daily inspections on conveyor idlers as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

- Bearing noise
- Worn shells
- Broken bases
- Material build-up

The Contractor shall perform maintenance based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Idler replacement

3.2.6 Pulleys

The Contractor shall conduct inspections on pulleys as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

- Bearings noise or temperature
- Material build-up
- Seals inspection

The Contractor shall perform maintenance based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Pulley replacement
- Bearings replacement
- Lubrication of bearings
- Replacement of seals
- Removal of crown created by material build-up

3.2.7 Belt Maintenance

The Contractor shall conduct daily inspections on conveyor belts and components as per maintenance strategy requirements and as instructed by the Employer. The inspections may include but are not limited to:

Belts:

- Belt misalignment
- Splice separation/condition

Scrapers:

- Scrapers blade inspection
- Scrapers blade position

Rubber Skirting:

- Rubber skirting inspections (Material build-up, out of position or gaps)

Chutes:

- Coal build-ups
- Chute liners inspections

Movable chutes and floppers:

- Visual inspect rails for deformation
- Visually inspect tripper cars condition (including wheels)
- Visually inspect actuators

The Contractor shall perform maintenance based on the following:

- Issues highlighted during inspections
- As per the maintenance strategy
- As and when required/requested by the Employer

The Contractor shall perform the following maintenance activities but not limited to:

- Belt realignment
- Scraper replacement, repairs and adjustments
- Applying clipjoints on belts
- Lifting of counterweights to aid splicing (Splicing is done by a separate contractor)
- Splice transportation to and from the plant.
- Replacement of scraper blade when worn or damaged
- Adjustment of scraper blade tension
- Adjustment of rubber skirting to prevent spillages or replacements of skirting rubbers
- Unblocking of blocked chutes
- Repairing worn/damaged chute liners (Replacement is done by a separate contractor)
- Replacement of missing chute fastener caps
- Repair worn-out chute plates
- Grease counterweights wheels
- Repair counterweights defects
- Align rails and tripper car
- Repair pulley guards

3.3 Ash Plant Maintenance

The Contractor will perform maintenance according to Employer approved schedules and requests.

The Contractor will be responsible for maintaining the ash handling and ash water return plants to the standards specified by Employer.

Maintenance will include the following:

- All pumps (Ash, sluice, hopper and seal pumps)
- All pipes
- All valves (NRV's, air release valves and other valves)
- Hoppers from slide-gate downwards – including slide-gate (FFP plant and economizers)
- Sluice ways Nozzles and pipework
- Ash crushers
- All Gearboxes
- Barge pumps (including foot valves, pipework and valves)

3.3.1 Fabric Filter Plant (FFP)

The Contractor to inspect as per maintenance strategy requirements and as requested by the employer. The following will be maintained by the Contractor:

- FFP slide gates, square to round, nozzles and venturi pipes
- Gratings with the FFP and Ash plant
- Sluice ways
- FFP valves and pipework (inside FFP and from main supply lines)

3.3.2 Pumps

All pumps in the Ash plant Camden Power Station will be maintained by contractor as per the OEM's manual and as per the maintenance strategy (or as requested by the Employer) of the Ash plant.

The Contractor is expected to:

- Inspect and service all pumps

- Conduct fault finding on all pumps
- Remove and replace pumps for maintenance requirements
- Rebuild pumps when required by the Employer
- Perform alignment or repairs as per condition monitoring reports

3.3.3 Ash Plant Valves and Gearboxes

The contractor to maintain valves and gearboxes as per maintenance strategy and as per the OEM's manual or as requested by the Employer. The following is what is expected from the Contractor:

- Maintenance of all valve and gearboxes in the Ash plant (including AWR and sluice system)
- Valves inspections and rebuild
- Gearboxes inspections
- Removal and replacement of valves and gearboxes
- Repairs on valves and gearboxes

3.3.4 Ash Plant Pipework

The Contractor to inspect Ash plant pipework as per maintenance strategy requirements and when requested by the Employer. The following is expected from the Contractor:

- All pipework (including ash lines) inspections for wear and repairs to be planned accordingly to avoid further deterioration.
- Painting of Ash plant pipework as per the Employer's requirements.
- Perform ultrasonic wall thickness measurement on all pipework and issue reports (Contractor to supply its own equipment for this activity).
- Ash line rotation to be executed at certain intervals as requested by the *Employer* (i.e. Engineering instruction).
- Replacement of pipework when required.

3.3.5 Ash Crushers

The Contractor to inspect and service crushers as per maintenance requirements and when requested by the Employer. The Contractor is expected to:

- Perform visual inspection and repairs/service
- Remove and replace worn components
- Do fault finding and resolve issues found
- Press flywheel on crusher (Press machine to be supplied by the Contractor)

3.3.6 Sluice and Sump Agitation System

The Contractor to inspect and repair sluice and sump agitation system as per maintenance strategy requirements and when requested by the Employer. The Contractor shall:

- Inspect for nozzle blockages and wear.
- Remove and replace worn out nozzles and pipework.

3.3.7 Ash Water Return System

The Contractor shall inspect and service AWR system as per maintenance strategy requirements and when requested by the Employer. Maintenance of Dejagers pump barge pumps, pipework, gearboxes and valves will be carried out by the Contractor.

3.4 Types of Maintenance and Plant Excluded from the Scope of Work

- **Excluded Type of Maintenance**

Conveyor belt splicing and repairs, pulley re-lagging, tiling of chutes and sluiceways.

- **Excluded Type of Plant**

6.6 kV switch gear, high mast lights, civil works, structural steelwork and sheeting, buildings (Switch gear rooms, control rooms, lifts) and all fire protection systems.

3.5 Constraints on how the Contractor Provides the Works PSR

The Employer shall on request from the Contractor isolate required plant from all sources of danger as described in the PSR.

The Employer shall on request make available a copy of latest revision of the Plant Safety Regulations to the Contractor.

The Contractor shall conform to all rules and regulations applicable to Plant Safety and shall complete the Worker's Register prior to working on the plant.

4. Security Management

The *Contractor* applies for access permits (*Contractor's* permit) at the security gate on the start date of the contract. The *Contractor* personnel shall be required to always be in possession of an access permit.

To assist Protection Services with the issuing of permits and the identification of personnel on site the successful *Contractor* is to supply a list of all personnel that intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services. The list identified with the *Contractor's* name is to contain the following information:

- Employee name
- Employee ID
- The Employer's Safety Coordinator's signature
- Ash and Coal Plant Maintenance Manager's signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

Access permits must be returned to the protection services when the worker/s leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the Contractor – to be used again when the tools and equipment are removed from site after the completion of the services.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not be issued for the removal of any tools or equipment not specified on the tool list.

The *Contractor's* visitors and all personnel shall always conform to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by Common Plant Maintenance Manager, one day before the visit and submitted to the Employer's Protection services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle applications be directed to the Common Plant Maintenance Manager. The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

No recruiting of casual labour may be done on the Employer's premises, including the area outside the Power Station Security Gate.

5. Transport

The *Contractor* will be responsible for own transport on site as well as for standby purposes. No passengers will be allowed at the back of a bakkie (LDV) even if fitted with a canopy.

6. Health and Safety Requirements

6.1 General

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The induction course can on request be provided by the Employer and will be valid for the duration of the services.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements. The Common Plant Maintenance Manager shall be entitled to instruct the Contractor to stop work without penalty to the Employer, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. The Common Plant Maintenance Manager is entitled to call the Contractor to discipline his employees and to submit disciplinary action and submit a report to the Common Plant Maintenance Manager. The contractor shall implement additional health and safety precautions where necessary.

The Contractor will provide all his personnel with the required personal protective equipment. Risk Assessment, Pre-job briefs, post-job briefs and job observations will be conducted for all jobs. All Construction Regulation Safety requirements should also be adhered to:

- Safety Plan
- Fall Protection Plan (repairing/replacing of pipe using scaffolding)

6.2 Pandemic Control Management

- Contractor to ensure there are resources provided/allocated in case of a pandemic outbreak
- Contractor to adhere to Eskom processes and guidelines with regards to pandemic management

6.3 Fire Precautions

- Any tampering with the Employer's first aid equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3471.
- Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

6.4 Reporting of Accidents

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Common Plant Maintenance Manager must be informed immediately of any incidents and any damage to property or equipment must be reported within 12 hours.

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

6.5 Barricading and Screens

The contractor will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

All welding, flame cutting and grinding work shall be properly screened to protect persons from any injury.

All gratings shall be covered with adequate protective screening when welding or flame cutting in the vicinity.

7. Quality Requirements

The Contractor will comply with the Employer's Quality Requirements.

Quality requirements include visual inspection by the employer who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor who will comply with the requests.

The Employer may by arrangement inspect completed work. If in opinion of the employer the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify the faults. The Contractor will comply with the instructions.

8. Personnel Qualifications

The Contractor's Site Manager shall ensure that only qualified and experienced artisans be allowed to work on plant which may cause production losses or safety risk. The Common Plant Maintenance Manager shall be entitled to verify the qualifications of any artisan. All qualifications certificates of the *Contractor's* employees shall be vetted by the *Contractor* and proof to be kept (*Employer* reserves the right to request this at any time).

9. Services and Other

This section describes what the Employer is to supply specifically for the purpose of the works. The Contractor is to supply everything else required to provide the works.

9.1 Spares, Tools and Consumables

Unless otherwise stated, all spares will be supplied by the *Employer*. The Contractor may be required to procure spares on as and when required basis. In this event, the Contractor will be paid the actual cost of the procured spares plus a fee percentage.

The Contractor will be responsible for all free issue material control functions, including but not limited to receipt, checking, offloading, taking temporary possession and proper storage of all materials as well as returning any unused or refurbish able items to the Supervisor.

The Contractor shall supply all tools and equipment used to maintain the plant. The Employer shall supply tools in exceptional cases with the authorisation of the Workshop Supervisor or Common Plant Maintenance Manager.

The Contractor shall provide own stationary, rags, printing equipment and computers.

The Contractor shall provide own PPE (as per employer's requirements) to all employees as required. All PPE and masks must be SABS approved.

The Contractor to provide own consumables (including rags).

The Contractor shall provide suitable facilities (e.g. Lockers) for Employees.

9.2 Use of Employer's Equipment

If the Contractor requires use of any of the Employer's Equipment, including compressed air, electricity, water supply and cranes, it must be requested via the supervisor.

The contractor will be responsible for the repair, replacement or correction as necessary of all items of plant and/ or materials supplied by the Employer which are damaged and/ or lost whilst in the Contractor's custody and control. The Contractor Site Manager must ensure that anyone of his employees or subcontractors, operating hoist equipment belonging to the Employer is authorized by the Employer.

9.3 Accommodation and Catering

The *Contractor* will be responsible for the provision of accommodation to his personnel as the *Employer* does not provide accommodation.

The *Contractor* or any of his employees or subcontractors will be allowed to use the *Employer's* dining facilities.

The *Contractor* or any of his employees or subcontractors may also buy take away meals from the fast-food outlet onsite.

The *Contractor* will be responsible for the change rooms of its employees and subcontractors.

9.4 Office and Toilet Facilities

The Employer will provide the Contractor with access to the Supervisor's office and toilet facilities. Site Manager's office and other offices required by the *Contractor* shall be supplied by the *Contractor*. Storage facility for spares and equipment will be made available by the *Employer*.

9.5 Medical Facilities

The *Contractor* provides a First Aid service to his employees and subcontractors. In the event where these prove to be inadequate, as in the event of a serious injury, the Employer's Medical Centre and facilities will be made available.

Outside the Employer's office hours, the Employer's First Aid services will only be available for serious injuries and life-threatening situations.

The Employer shall be entitled, however, to recover the costs incurred in the use of the above *Employer's* facilities from the *Contractor*.

9.6 Refuse Disposal

The *Employer* will provide and empty special colour coded bins for refuse disposal. The *Contractor* will be responsible for refuse bins for his own site.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins.

For the full duration of the services, the *Contractor* is responsible to keep the work area clean of any rubble and to place all refuse into the bins provided.

10. Boundaries

10.1 Coal Handling Plant

Boundary Start: Inlet to the conveyor 18 grizzly bars at the coal stockyard and conveyor E1 in-loading chute including sampling hammers and conveyor belts and accessories.

Boundary End: Discharge off over the bunker tripper car conveyors into the mill bunkers for unit 1 to unit 8 including grizzly bars.

10.2 Ash Water Return (AWR)

Boundary Start: AWRD discharge pipework, AWR reservoir together with the inlet and outlet isolating valves to sluice pumps. Including new Ash dam and AWR.

Boundary End: Hopper sprays at Boiler 1-8 and the hydrovac valves, slurry system (i.e. Ash sumps, pumps, ash lines and valves) and sluice way nozzles including the venture pipes.

11. Limit of the Scope

The scope only covers Ash plant and Coal plant.

2. MANAGEMENT STRATEGY AND START UP

2.1 Invoicing and payment

On a monthly basis assessment to be conducted and signed off by both (The *Consultant* & the *Employer*) and once assessment has been done payment against invoice will be made.

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
Eskom Holdings SOC
Finance Department
Camden Power Station

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)

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

The contractor keeps accurate and complete books of accounts, records and other evidence relating to the Actual Costs. These are opened to audit. All documentation is kept by *Contractor* for a period of three years following completion of this contract. This information is kept up to date at all times and the *Service Manager* shall have access to them at any time.

2.3 Management of work done by Task Order

SAP will be used to manage work done

3. HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

3.1 Health and safety risk management

The contractor will comply with the following:

- Camden Power Station Health and Safety Standards as per Camden Power Station Contractors Safety manual. This manual will be handed over on contract award.
- Adhere to the Occupational Health and Safety Act 85 of 1993 with special reference to Section 44 of this act
- National Environmental Management Act 107 of 1998
- Mine Health and Safety Act 29 of 1996 (Where applicable)
- Eskom / Camden Policies and Procedures
- Compensation for Occupational Injuries and Diseases Act of 1993 (COID)
- All staff will undergo a one day Safety Induction training course one week before site occupation
- Adhere to Eskom and Camden Power Station's zero tolerance for non-compliance
- to any of Eskom's and/or Camden Power Station's safety rules and regulations
- Eskom Cardinal Rules:
 - Open, Isolate, Test, Earth, Bond and/or Insulate Before Touch
 - Hook up at Heights
 - Buckle Up
 - Be Sober
 - Ensure you have a permit to work

The Contractor must appoint Safety Representatives to assist but not limited to the following:

- Identify possible hazards, dangers and risks
- Eliminate potentially dangerous conditions and actions
- Ensure a safe working environment

Inspect and record findings of his workplace and submit a copy on a monthly basis to The Project Manager

The Project Manager shall be entitled to request the *Contractor* to stop work, without penalty to the *Employer*, when the Contractor's personnel fail to conform to acceptable health & safety standards or contravene the health and safety sections and regulations.

The Project Manager must be informed as soon as possible but not later than the end of the shift about any injury or damage of property or any equipment by means of a flash report.

The *Contractor* must perform job observations on critical tasks as identified and provide proof to the project manager.

3.2 Minimum SHE Documentation Required from the Contractor

The following minimum documents must be provided by the contractor in terms of Health, Safety and Environmental performance contract commencement.

- Letter of good standing with COID or a registered insurance body
- An Organ gram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- The expected roles, responsibilities and authority of those who are proposed to receive legal appointments as well as their proof of competency.
- The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- Proof of environmental, health and safety awareness training (provided by a recognized training body) for all employees required to perform work at Camden. The contractor shall be responsible to ensure that his employees are trained before commencing work at Camden. Proof of training provided, i.e. attendance registers and the training content, shall be submitted to the Eskom Agents and/or Environmental and Safety Officers for approval before commencing work on-site. Failure to do so shall result in an immediate termination of the contract.
- The contractor's company Safety, Health and Environment policy.
- Provide an overview of the system/program that is utilized to manage Safety, Health and Environment.

4. PROCUREMENT

4.1 People

4.1.1 Minimum requirements of people employed on this site

The *Contractor's* Site Manager shall ensure that only qualified people will be allowed to work on plant. The *Service Manager* shall be entitled to verify the qualifications of the key people.

Note: The *Service Manager* and the *Contract* Supervisor must verify qualifications of all people that will be used for this contract

4.1.2 Change of Broad Based Black Economic Empowerment (B-BBEE) Status

Where a change in the *Contractor's* legal status, ownership or any other change to his/her 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.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his/her B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Where as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate or alternatively terminate the *Contractor's* obligation to provide the works.

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 procedure on termination will apply.

5. WORKING ON THE AFFECTED PROPERTY

5.1 Security arrangements

The *Contractor* applies for access permits (Contractor's permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to be in possession of an access permit at all times.

In order to assist Protection Services with the issuing of permits and the identification of personnel on site the successful *contractor* is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area.

This list must be delivered to Protection Services. The list, identified with the *Contractor's* name, is to contain the following information:

- Employee name
- Employee ID Number
- The *Employer's* Safety Coordinator's signature
- Copy of the ID book of every employee of the *Contractor*,
- Police clearance

Access permits must be returned to protection services when the worker/s leave the site, either after completion of the *services*, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *contractor* - to be used again when the tools and equipment are removed from site after the completion of the *services*.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not issue for the removal of any tools or equipment not specified on the tool list.

The *Contractor's* visitors and all personnel shall conform at all times to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the *Service Manager*, one day before the visit and submitted to the *Employer's* Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorised vehicles will be allowed on site. Only *Contractor's* Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the *Service Manager*.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station Security Gate.

5.2 Fire Precautions

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

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

In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3471.

Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

5.3 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a REOCCURRENCE of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported within 12 hours.

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

5.4 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

5.5 Health and Safety Arrangements

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the *services*.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* shall be entitled to instruct the *Contractor* to stop **work**, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to call the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to *the Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

The Contractor will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan
- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)
- 161 and 162 appointments

5.6 Health and safety facilities on the Affected Property

5.6.1 Medical Facilities

The *Contractor* provides a First Aid service to his employees. In the case where these prove to be inadequate, as in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.

Outside the *Employer's* office hours, the *Employer's* First Aid Services will only be available for serious injuries and life threatening situations.

The *Employer* shall be entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

5.7 People restrictions, hours of work, conduct and records

Lunch time is between 12:00 until 12:30, the *Contractor's* personnel working at the plant is expected to be on site until 12:00 then break for Lunch and back at 12:30 from lunch. Knock off time is 16:30.

5.8 Environmental controls, fauna & flora

All work complies with relevant environmental regulations as required.

If the work includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed off by the contractor in accordance with the applicable law.

5.9 Refuse Disposal

The *Employer* will provide and empty special colour coded bins for refuse disposal.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:

For the full duration of the *services*, the *Contractor* is responsible to keep the work *area* clean of any rubble, and to place all refuse into the bins provided.

5.10 Records of *Contractor's* Equipment

Contractors must keep records of Equipment on Site including whether it is owned or hired. The records will include calibration certificates etc.:

6 EQUIPMENT PROVIDED BY THE EMPLOYER

None

7 SITE SERVICES AND FACILITIES

Provided by the *Employer*

7.1 Portable Water

The contractor may utilize water points on Site.

7.2 Electrical Power

Contractor may utilise power on site.

7.3 Sanitary Facilities

Permanent facilities to serve the Power Station terrace are provided by the employer.

7.4 Waste Removal

Household waste removal to the bins, as provided on site by the employer, is the responsibility of the Contractor.

7.5 Telecommunication

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

7.6 Accommodation and catering

The Contractor will be responsible for the provision of accommodation to his personnel – the Employer does not provide accommodation.

The Contractor or any of his employees or subcontractors will be allowed to use the Employer's dining facilities.

The Contractor or any of his employees or subcontractors may also buy take away meals from the fast foods outlet on Site. Lunch time is from 12:00 to 12:30. The Contractor shall provide everything else necessary for providing the Works.

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. _____ *service*

To:.....
..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached)

R. _____

Total of Prices for items of work not on the Price List
(details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for *Employer*)