



## NEC3 Term Service Contract (TSC3)

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

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

for The installation and commissioning of vibration  
probes for the FD, ID and PA fans (Unit 1 - 3)

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

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CONTRACT No. **TBA**

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## PART C1: AGREEMENTS & CONTRACT DATA

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

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## C1.1 Form of Offer & Acceptance

### 1.1. Offer

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

### **The installation and commissioning of vibration probes for the FD, ID and PA fans (Unit 1 - 3)**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## 1.2. Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

#### For the tenderer:

#### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	<b>Mapula Majola</b>
	Address	<b>Kusile Power Station</b>
	Tel	<b>011 800 8091</b>
	Fax	<b>N/A</b>
	e-mail	<b>majolamm@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Kusile Power Station Units 1 – 3 Draught Fans</b>
11.2(13)	The <i>service</i> is	<b>The installation and commissioning of vibration probes for the FD, ID and PA fans (Unit 1 - 3)</b>

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

11.2(14)

The following matters will be included in the Risk Register

**Management of the following:**

**SHEQ requirements**

**Invoices and payments**

**Delivery times**

**Compliance to Eskom specifications and standards**

**1. Weather. Severe weather i.e extreme rain, snow and strong winds. The contractor needs to take precautions when planning the sequence and resources for the works.**

**2. Damage to provided equipment for installation will be for the Contractor to replace.**

**3. Theft. The site and working areas are to be guarded to ensure that no theft can take place that will affect the continuity of supply or loss to the employer's assets.**

**4. Labour issues. These issues are to be properly managed in the event that local labour is to be hired to limit any disruptions of the work by local residents.**

**5. Time. This contract has to be completed within the contract period. Any delays will have a negative impact on subsequent activities as well as to the stability of the grid.**

**6. Outages – the Contractor needs to abide by Eskom's outage time-frames. A detailed project schedule is required from the Contractor in line with the start and finish dates of the Contract. This needs to be provided within two weeks of the Contract being awarded.**

11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>1 week of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>2 years</b>

4	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
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	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's risks</i>	<p>1. <b>Outage availability for implementation</b></p> <p>2. [•]</p> <p>3. [•]</p>



<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
<b>X17</b>	<b>Low service damages</b>	

<b>X17.1</b>	<b>The service level table is in</b>	<b>[•]</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
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	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>Defects due to his design, plan and specification,</li> <li>Defects due to manufacture and fabrication outside the Affected Property,</li> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	<i>The end of liability date is</i>	<b>52 months</b> after the end of the <i>service period</i> .
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>3 days of receiving the Task Order</b>
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

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

delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

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

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

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

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**Z9        *Employer's limitation of liability***

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

**Z11        *Ethics***

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

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

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

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

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

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

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

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

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

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

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

*Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the	The amount required by the applicable law

Contractor arising out of and in the course of their employment in connection with this contract	
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**Z 12.2 Replace core clause 86 with the following:**

**Insurance by the Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the

unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All



measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>
<b>C</b>	<b>Target contract with price list</b>	

11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is <b>R</b>
<b>E</b>	<b>Cost reimbursable contract</b>
11.2(12)	The <i>price list</i> is in

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### 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"><li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### 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.

## C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	Compliance with OHS Act	Sum	1		
2	Safety File	Sum	1		
3	Transport of personnel	Sum	1		
4	Medicals & Inductions	Sum	1		
5	QCP	Sum	1		
6	PPE	Sum			
7	Senior Engineer (x1)	Hrs	300.0		
8	Technician (x2)	Hrs	300.0 (x2)		
9	Supervisor (x1)	Hrs	100		
10	Velometer 330500-01-00	No	54.0		
11	Extension armoured cable 84661-66	No	22		
12	Extension armoured cable 84661-49	No	18.0		
13	Extension armoured cable 84661-82	No	6.0		
14	Extension armoured cable 84661-15	No	8.0		

The total of the Prices

(Total prices include 3 units)

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



## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

Part 3: Scope of Work	22
C3.1: Employer's service Information	23
1 Description of the service	25
1.1 Executive overview	25
1.2 <i>Employer's</i> requirements for the service	25
1.3 Interpretation and terminology	25
2 Management strategy and start up.	27
2.1 The <i>Contractor's</i> plan for the service	27
2.2 Management meetings	27
2.3 <i>Contractor's</i> management, supervision and key people	27
2.4 Provision of bonds and guarantees	28
2.5 Documentation control	28
2.6 Invoicing and payment	28
2.7 Contract change management	28
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	28
2.9 Insurance provided by the <i>Employer</i>	28
2.10 Training workshops and technology transfer	28
2.11 Design and supply of Equipment	29
2.12 Things provided at the end of the service period for the <i>Employer's</i> use	29
2.12.1 Equipment	29
2.12.2 Information and other things	29
2.13 Management of work done by Task Order	29
3 Health and safety, the environment and quality assurance	30
3.1 Health and safety risk management	30
3.2 Environmental constraints and management	48
3.3 Quality assurance requirements	51
4 Procurement	52
4.1 People	<b>Error! Bookmark not defined.</b>
4.1.1 Minimum requirements of people employed	<b>Error! Bookmark not defined.</b>
4.1.2 BBBEE and preferencing scheme	<b>Error! Bookmark not defined.</b>
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	<b>Error! Bookmark not defined.</b>
4.2 Subcontracting	52
4.2.1 Preferred subcontractors	<b>Error! Bookmark not defined.</b>
4.2.2 Subcontract documentation, and assessment of subcontract tenders	<b>Error! Bookmark not defined.</b>
4.2.3 Limitations on subcontracting	<b>Error! Bookmark not defined.</b>
4.2.4 Attendance on subcontractors	<b>Error! Bookmark not defined.</b>
4.3 Plant and Materials	52
4.3.1 Specifications	52
4.3.2 Correction of defects	54
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	54
4.3.4 Tests and inspections before delivery	54
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	54
4.3.6 Cataloguing requirements	54
5 Working on the Affected Property	55
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	55
5.2 People restrictions, hours of work, conduct and records	55
5.3 Health and safety facilities on the Affected Property	55
5.4 Environmental controls, fauna & flora	55
5.5 Cooperating with and obtaining acceptance of Others	55
5.6 Records of <i>Contractor's</i> Equipment	55
5.7 Equipment provided by the <i>Employer</i>	55

5.8	Site services and facilities.....	55
5.8.1	Provided by the <i>Employer</i>	55
5.8.2	Provided by the <i>Contractor</i>	55
5.9	Control of noise, dust, water and waste .....	55
5.10	Hook ups to existing works .....	55
5.11	Tests and inspections .....	55
5.11.1	Description of tests and inspections	56
5.11.2	Materials facilities and samples for tests and inspections	56
6	List of drawings	57
6.1	Drawings issued by the <i>Employer</i> .....	57

## 1 Description of the service

### 1.1 Executive overview

Kusile power station has an ABB Distributed Control System (DCS) for signal acquisition, control, protection and monitoring purposes. This information is displayed to the unit controller via a Human-machine-interface (HMI) which allows him/her to interact with the field devices. The Primary Air, Force Draught and Induced Draught fans form part of the air supply and air extraction to and from the boiler for combustion purposes. These fans are essential components for the safe and effective operation of the boiler plant. There are pre-defined operating limitations of these machines with regards to vibration. The vibrations of these fans are currently being monitored by vibration probes. The intent of the vibration probes is to ensure reliable and precise vibration data for monitoring and the protection of the fan. The current installed vibration probes are susceptible to electromagnetic interference. Therefore during a lightning event, the vibration probe signals become invalid. When this occurs there are no signal acquisitions and monitoring of the vibrations, hence the fan is unprotected during this period. As a protection to no vibration data available, the fan will trip resulting in a UCLF. Therefore, the works include the replacement of vibration probes and the routing, connecting and terminating of signals cables in a junction box. The signals must be commissioned and loop test to the DCS must be conducted to ensure a healthy signal acquisition. The discipline of work is limited to the instrumentation field. The prospective Contractor must have the appropriate knowledge of working with field instrumentation and the manpower/skill to conduct such. The works will be carried out in the vicinity of the rotary fans and the pedestal of the fans of the draught group at Kusile unit 1 to 6.

### 1.2 Employer's requirements for the service

Eskom requires that the contractor shall as a minimum provide the following:

The Contractor shall provide proof of competence and proof of OEM agent or partner registration.

- a) Replace the current installed vibration probes on the ID, FD and PA fans listed in the section 4.3.1 with the new Velomitor 2-wire Piezo-velocity vibration probe.
- b) Connecting, routing and terminating of the signal cables to the existing junction boxes
- c) Commissioning of the signals to ensure it is displaying healthy on the DCS
- d) Provide all manuals and documentation applicable
- e) The contractor shall provide all consumables for usage in the installation and commissioning of the vibration probes.
- f) The contractor will use the current trunking for routing the cables to the junction boxes.
- g) P&IDs and electrical diagram for the system can be made available upon request by the contractor
- h) The Contractor will provide on-job training to Eskom C&I maintenance throughout the entire works period. This includes hand-over skills when installing, commissioning and fault finding the vibration probes.

The *Contractor* to provide Plant and Materials, machinery, tools, labour, transportation, construction fuels, chemicals, construction utilities, and administration and other services and items required to complete the scope of *works*.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Contractor: Service provider contracted for supplying a specific service to Eskom, Kusile power station

Employer: Any person appointed in writing by Eskom As the delegated Employer in terms of the provisions of the Act

KKS: A code used to clearly identify systems and components in a power plant according to process functions, points of installations and structures.

Plant: Any structure, machinery or equipment, which does not fall within the scope of the operating regulations for HV systems, and excludes mobile, potable lifting equipment, domestic circuits, appliances and tools.

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
PA	Primary Air
FD	Forced Draft
ID	Induced Draft
C&I	Control and Instrumentation
OEM	Original Equipment Manufacture
DCS	Distributed Control System
UCLF	Unplanned Capability Loss Factor
SDS	
NEMA	National Environmental Management Act
ABB	
SIS	Safety Instrumented System
JB	Junction Box
DE	Drive End
NDE	Non-Drive End
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SAQA	South African Qualifications Authority
GSR	
SANS	South African National Standards
SHE	Safety, Health and Environmental
SHEQ	Safety, Health, Environmental and Quality
QCP	Quality Control Plan
ITP	Inspection Test Plan
C&I	Control and Instrumentation

## 2 Management strategy and start up.

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

The Contractor supplies a project plan 3 days after receiving the task order. The Contractor supplies all other required documentations, required prior to the start of the works, within the period stipulated at the kick-off meeting.

### 2.2 Management meetings

The following meetings will be held as a minimum for the duration of the project.

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick-off Meeting	3 days Contract Award	Kusile Power Station	Employer, Contractor and Others
SHEQ Requirements Clarification Meeting	3 days after Kick – off meeting	Kusile Power Station	Employer, Contractor and Others
Execution Progress Meeting	Daily	Kusile Power Station	Employer, Contractor and Others
Overall contract progress and feedback	Weekly on Thursdays	Kusile Power Station	<i>Employer and Contractor</i>
Risk register and compensation events	Daily	Kusile Power Station	Employer, Contractor and Others
Other	as and when required		<i>Employer, Contractor and Others</i>

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions. Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

Contractor to submit an Organogram for the company indicating all roles and responsibilities relevant to the implementation of the work stated in this document. The *Contractor* is required to make all appointments as per the technical, Quality and Health and Safety and Environmental requirements. The contractor shall provide all safety and compliance documentation which include but not limited to the following:

SHEQ policy  
SHE Plan  
Environmental Plan  
Environmental Policy  
Risk Management Plan  
Baseline Risk assessment  
All accreditation and qualifications  
Technical and professional organizations affiliations.  
SHEQ appointments  
SHEQ accreditations

**Procurement to confirm the requirements stated above**

## 2.4 Provision of bonds and guarantees

N/A

## 2.5 Documentation control

All communication between Eskom and a tenderer shall be to or from the Eskom Representative only, in writing, and in a form that can be read, copied and recorded. For this purpose, 'in writing' means hand-written, type-written, printed or electronically made, and resulting in a permanent record. Communication shall be in the English language. Eskom takes no responsibility for non-receipt of communications from or by a tenderer. Any enquiries/comments prior to awarding the contract should be sent to the appointed buyer, enquiries after the award of contract will be dealt with by the responsible project manager on a project basis. Documents for a specific project will be using the project name for identification. All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

???

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- The invoice is to be submitted to **invoiceseskomlocal@eskom.co.za** once confirmed with the payment certificate.

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

## 2.7 Contract change management

Contract change management will follow the normal compensation event process. Any change implemented by the *Contractor* without following the compensation event process will not be assessed for payment by the *Project Manager*.

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

N/A

## 2.9 Insurance provided by the *Employer*

N/A

## 2.10 Training workshops and technology transfer

Throughout the works, the contractor must ensure a hands-on skills transfer to the Eskom maintenance staff via on-job training. On completion of the works, the contractor must ensure the Eskom maintenance staff is satisfied with the level of skills transfer to maintain the system.

## **2.11 Design and supply of Equipment**

The contractor is not required to design or supply any of the equipment for the works. The equipment for replacement, which includes the field device and field cables will be supplied by Eskom. Any consumables utilised in the installation operation must be supplied by the contractor.

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

### **2.12.1 Equipment**

None

### **2.12.2 Information and other things**

None

## **2.13 Management of work done by Task Order**

A task order is to be issued by the Employer prior to the start of any works. The Contractor is to issue the programme for the task order as stipulated in the Contract Data

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

#### 3.1 Health and safety risk management

**Note 1:** Most of the roles and responsibilities listed apply to both appointed contractors and any sub- contractors. Where some of the listed do not apply to both, then the specific responsibilities will be listed and titled. The contractors shall:

1. Carry out all duties as listed in lines 8, 9 and 10, and various other regulations that form part of the OHS Act.
2. Carry accountability and responsibility for the safety and health of their employees and their sub-contractors within their working area, as contemplated by section 37(2) of the OHS Act.
3. Shall keep a record of all employees including the sub- contractor employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the Kusile power station Project Manager.
4. Ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
5. Ensure that the minimum legislative, regulatory and Kusile power station SHE requirements are complied with on all work sites.
6. Compile a SHE (health and safety) file where all relevant health and safety records must be kept for each work site.
7. The sub- contractor must hand over a consolidated (to include any sub- contractor's files) health and safety file to the Kusile power station project manager on completion of the project. This is to include all drawings, designs, lists of materials used and other applicable information about the completed project, as well as the list of sub-contractors, the agreement, and the type of work completed.
8. The appointed contractor must provide the project manager **with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the project for record-keeping purposes**. The letter of good standing shall reflect the name of the contractor's company. The nature of business reflected on the issued Logs must be in line with the issued scope of work. Similarly, the appointed contractor must provide the Kusile power station project manager with all the valid letters of good standing from their sub- contractors.
9. Appoint competent staff to perform the project work and ensure that all employees are trained in the health and safety aspects relating to such work and that the employees understand the hazards associated with all other work being carried out on the project.
10. Ensure that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed contractors' responsibilities), ensure that their sub- contractors and their employees are conversant with all relevant work procedures and that they adhere to such procedures.
11. Co-ordinate the activities of all the sub- contractors in the interests of safety and health



12. Ensure that potential contractors (whom they intend appointing) submitting tenders have made detailed provision for the cost of safety and health measures throughout the project.

13. Stop his /her employees and any sub- contractors if project work is not in accordance with the safety health and environmental plan or if such work poses a threat to the health and safety of persons or a risk of degradation to the environment.

14. Only appoint contractors to do work, if satisfied that the contractor has the necessary competencies and resources to perform the work safely.

15. Appoint full-time competent employees in writing to supervise the performance of all specified work throughout the contract period.

**Note 2:** No work may commence and or continue without the presence of the Project Manager or Project Supervisor during performance of the contracted work.

**Note 3:** In determining the number of competent supervisors, the nature and scope of work being performed, shall be taken into consideration.

**Note 4:** If a sufficient number of competent employee(s) have been appointed to assist the works supervisor, the works supervisor may supervise more than one site.

16. Appoint a part time safety officer as per project risk.

17. Not victimise or dismiss employees, by virtue of the employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements;

18. Follow a process of disciplinary action if any of their employees or their sub- contractor employees have transgressed any of the requirements of the health and safety specification, safety and health plans, site rules or any other requirements.

19. Ensure that all appropriate precautions are taken to protect persons (visitors, members of the public, and other contractors) present at work or in the vicinity of a construction site against all risks that may arise from such site.

20. Ensure that pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task or not.

21. Take prime responsibility for all aspects of environmental management associated with the project activity for which they are responsible.

22. Provide any sub- contractor who is making a bid or is sub- to perform work on Kusile power station's behalf, with the relevant sections of the documented Kusile power station's SHE Specification.

23. Principal contractors are required to approve sub- contractor's health and safety plans if they meet all the requirements.

24. Prior to having pre-employment and periodic medicals fitness examinations conducted, person/man job specifications must be compiled and handed to the occupational health practitioner.

25. Ensure that pre-employment, periodic and exit medicals are carried out on their employees. Medical assessments must be conducted by a registered Occupational Health Practitioner. During

the pre-employment medical, where employees will be required to work at heights, they will also be required to undergo the required employee physical and psychological fitness examinations.

**Note 5:** should the appointed contractor or his/her sub- contractors entertain visitors on site, they will be held responsible for the provision and wearing PPE.

26. Where performing work with the environment, ensure that minimal damage is done and that where an Environment Management Plan is in place, then adhere to the plan.

27. Must have a substance abuse program which must be in line with the requirements of the OHS Act.

28. Ensure that no alcohol or other intoxicating substances are brought on to or remains on the work sites.

**Note 6:** Kusile power station will not tolerate the presence of anyone who is or who appears to be under the influence of alcohol or any other intoxicating substance whilst performing work for them or on any work site.

29. Ensure that all equipment and tools used comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these.

30. Ensure that all incidents are reported and investigated timeously by competent incident investigators.

31. Be involved in all of their sub- contractor's investigations.

32. Establish health and safety committees, hold such committee meetings on all sites, and ensure that sub- contractors participate in their health and safety meetings.

33. Chair their own health and safety committee meetings and record such meetings.

34. Appoint sufficient number of health and safety representatives in terms of legislative requirements and ensure that the sub- contractors appoint health and safety representatives for their work sites.

35. When appointing contractors, advise the project manager in writing timeously and obtain his/her approval prior to them commencing work.

36. Shall keep a record of all employees including the sub- contractor's employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the Kusile power station Project Manager.

### **3.1.1 Site Manager**

1. Assist the contractor and/or the safety officer in conducting site induction training for new staff and site visitors

2. Communicate to all employees under their control on any hazardous and related work procedures, before any work commences and thereafter, at such times as may be determined by a risk assessment

3. Ensure that the minimum legislative and Kusile power station SHE requirements are complied with on all work sites

4. Stop any work that is not in accordance with the safety and health plan or if such work poses a threat to the safety and health of persons or a risk of degradation to the environment
5. Ensure that risk-based personal protective equipment (PPE) has been issued and employees wear/use the PPE as instructed.
6. Inspect such PPE on a regular basis and record the inspections
7. Ensure that all incidents are reported to the client and are investigated.
8. Be involved in all investigations that occur within their area of responsibility.
9. Carry out audits and or inspections on their sub- contractors on instructions of their contractor.
10. Ensure that employees under their control are conversant with all relevant work procedures and that they adhere to such procedures
11. Ensure that daily or pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task. Ensure that the team are involved in the abovementioned risk assessments
12. Hold toolbox talks at the start of each day/ task to discuss health and safety issues as well as confirming the requirements of the daily risk assessments.
13. Ensure that all appropriate precautions are taken to protect persons (visitors, members of the public, and other contractors) present at work or in the vicinity of a construction site against all risks that may arise from such site.
14. Ensure that no alcohol or other intoxicating substances are brought on to, or remains on, the premises / work sites and that no employee remains on site if he/she is under the influence. Furthermore, report such instances to contract management.
15. Ensure that all equipment and tools used on site comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these.
16. Not victimise their employees by virtue of their employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements (reference – section 26 of the OHS Act).
17. Where any work is performed which involves the environment, ensure that minimal damage is done to the environment and that where an Environment Management Plan is in place, then the plan adhere to the plan.
18. Stop any employee or contractor from performing work which is not in accordance with the appointed contractor's and or sub- contractors' health and safety plan which poses a threat to the health and safety of persons.

### **3.1.2 Contractor site supervisor**

Contract Site Supervisor must:

1. Be competent to perform the required supervisory tasks; have attended a supervision or legal liability competent training from SAQA approved training provider and has a 3 years supervision experience.

2. Ensure their employees and all sub- contractors comply with the required statutory and Kusile power station requirements.
3. Inspect all work done by the employees and all sub- Contractors to ensure adherence to Kusile power station's standards and specifications
4. Conduct follow-up inspections to ensure findings are closed out and preventative action is in place.
5. Ensuring a Safe working environment is established and maintained by the contractor for the elimination of unsafe acts by all people whilst on the project site.
6. Discuss all SHE related problems with the relevant contractor management timeously in the first instance and thereafter the Kusile power station project manager in the second instance relating to procedure requirements, non-conformances identified, corrective actions, audits and inspection schedules.
7. Ensuring that quality records are maintained in accordance with legislative and Kusile power station requirements.
8. Continual liaison between the appointed contractor, sub- contractors and employees.
9. Ensures that employees and sub- contractors are aware of latest standards, procedures, work instructions and safety regulations issued by Kusile power station:
10. Conduct site Inspections for compliance to SHE requirements and compiles the relevant inspection reports.
11. Participate in all sub- contractor incident investigations.
12. Participate in the appointed contractor's emergency preparedness planning.
13. Ensure that their own employees and those of any sub- contractor are competent to perform the tasks assigned.
14. Issue site instructions on behalf of the appointed contractor where and when the sub- contractors deviate from safety requirements.
15. Assist the appointed contractor with the handing over process, in particular the SHE file and relevant documentation.

### **3.1.3 Contractor Health and Safety officer**

1. The Safety officer must be suitably qualified with recognised safety qualification.
2. Must be part time on site as per project risk.
3. Promote a SHE culture within the organisations involved in the project / contract.
4. The contractor's safety and health officer shall assist in the control of all health and safety-related matters on the sites.
5. Be involved in the developing the project SHE plan and SHE policy.

6. Be in constant liaison and cooperate with Kusile power station's SHE professionals responsible for providing them with a health and safety service.
7. Ensure that this SHE specification is adhered to by his/her appointed contractor and is submitted to any sub- contractors.
8. Conduct inspections of all work sites for the duration of the project.
9. Be involved in the organisations incident investigations when required.
10. Conduct organisational, site and visitor induction training.
11. Stop any employee or contractor from performing work which is not in accordance with the appointed contractor's and or sub-contractor's health and safety plan which poses a threat to the health and safety of persons.

### **3.1.4 Legal Compliance**

#### **3.1.4.1 Section 37(2) (Legal) Agreement**

A section 37(2) agreement must be signed between Kusile Power Station Contract Manager/Project Manager and the appointed contractor at the time of awarding the contract. The appointed contractor must ensure that a section 37(2) agreement is compiled between the appointed contractor and all their sub- contractors for the contract. This agreement must be submitted as part of the safety file package.

#### **3.1.4.2 Site Access requirements**

The Safety file package must be submitted to the OHS department **2 weeks** before the agreed project commencement date.

Before the successful Contractor commences with any work, the Kusile power station Project Manager/Contract Manager shall ensure that:

- a) A copy of the SHE Specification document is in the possession of the responsible person of the contracting company as well as the Kusile Power Station baseline risk assessment.
- b) The responsible person of the contracting company and the Kusile power station project manager/contract manager have signed the Kusile power station section 37 (2) agreement.
- c) The appointment of the Appointed Contractor has been concluded and signed by the Contractor and Appointed Project Manager. A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment
- d) Where a Sub Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable Kusile power station SHE specifications to the Sub Contractor(s).
- e) The OHS department shall assess and give written feedback to the appointed contractor. The safety file shall be approved in a form of a written letter from the OHS department.

#### **3.1.4.3 Hazardous work by children (Child Labour)**

The constitution of the Republic of South Africa, in the "Bill of Rights" is clear on the rights of children, especially when it comes to:

- 1. being protected from exploitative labour practices;**

## **2. not to be required or permitted to perform work or provide services that**

- i. are inappropriate for a person of that child's age; or
- ii. place at risk the child's well-being, education, physical or mental health or spiritual, moral or social development;

and the Basic Conditions of Employment Act, Chapter six Section 43 "Prohibition of employment of children".

Before resorting to the use of child labour, due consideration must be given to the rights of the child in terms of the constitution. Where work is being performed which is not prohibited in terms of the constitution, then such work must be conducted in terms of the OHS Act "Regulations on Hazardous Work by Children in South Africa" with emphasis on paragraph 2 Purpose and Interpretation. Kusile power station does not condone the use of child labour and therefore all effort must be exercised and child labour should not be used.

### **3.1.5 Legislative compliance**

The appointed contractor and all sub- contractors will comply with all the legislation pertaining to the issued scope of work. The appointed contractor and sub-contractors shall have an upto date copy of the OHS Act and regulations which will be available to all employees.

**Note:** The appointed contractor cannot establish site at Kusile Power Station without written authorization issued by the occupational, hygiene and safety department

#### **3.1.5.1 Requirements specific to the issued scope of work**

- a) The works information for the equivalency change on vibration probes for FD, ID and PA fans work falls under a high risk category as per Eskom supply risk category. In compliance with legal and other requirements, the following requirements must be complied with fully.
- b) The works information for the equivalency change on vibration probes for FD, ID and PA fans activities must be done when the plant is isolated.
- c) The works information for the equivalency change on vibration probes for FD, ID and PA fans activities must be done under supervision and the appointed supervisor must be competent to perform the required supervisory tasks; have attended a supervision or legal liability competent training from SAQA approved training provider and has a 3 years supervision experience.
- d) Employees performing the work must be competent to perform confined space activities.
- e) Employees must be medical fit to work in a confined space
- f) At least one other person trained in resuscitation must remain outside the entrance of the confined space in order to assist or remove any person or persons from the confined space, if necessary.
- g) An employee entering the confined space must use a safety harness or other similar equipment to which a rope is securely attached which reaches beyond the access to the confined space and the free end of which is attended to by a person outside the entrance of the confined space.

- h) Safe entry gas test clearance must be done by the client's OHS professional prior working to certify that the area is safe for employees to work.
- i) The appointed contractor must conduct a continuous gas monitoring thereafter.
- j) The appointed contractor must submit method statements/work instructions indicating how works information for the equivalency change on vibration probes for FD, ID and PA fans work will be done safely.
- k) A detailed baseline risk assessment pertaining to the works information for the equivalency change on vibration probes for FD, ID and PA fans scope of work shall form part of the safety file package. (This is a detailed document indicating all the associated activities and identifying hazards and associated risks)
- l) Part of the baseline risk assessment must detail the control measures to be implemented as per the hierarchy of controls
- m) All risk assessments must be compiled by competent person, who has a certificate of competency for Risk Assessment from SAQA approved training provider
- n) A task specific risk assessment must be conducted for all works information for the equivalency change on vibration probes for FD, ID and PA fans activities.
- o) Appointed contractor shall, before commencement of the project, ensure that all their employees are familiar with the relevant Kusile power station SHE documentation that is applicable to contract services.
- p) Medical certificates of fitness that are valid must be part of the safety file package including identification documents of the employees and their competency certificates.
- q) First aid appointments must be made to meet the requirements. Appointees must be trained to level 2 from SAQA approved training provider.
- r) The appointed contractor must submit a Covid-19 risk assessment in line with the guidelines as issued by the Department of Employment and Labour
- s) No vulnerable employees are allowed to come to Kusile site as identified by the Department of Employment and Labour
- t) The appointed contractor must supply employees with at least 2 cloth masks over and above other masks that may be required due to the risk of the activities
- u) The appointed contractor must supply hand gloves and hand sanitizers to the employees
- v) The transport used to transport employees must be disinfected as per prescribed frequency
- w) Attach proof of ISO 45001 compliance/ or plan to comply with the requirements of ISO 45001

### **3.1.6 None Negotiable requirements**

#### **The following requirements must be complied fully:**

- a) The appointed contractor must submit a valid letter of good standing

- b) The appointed contractor must submit a baseline risk assessment as per the issued scope of work
- c) The appointed contractor must submit a SHE Plan indicating a clear she management system
- d) The SHE Plan must also identify applicable competencies to carry out the task and attach proof of such competences
- e) The appointed contractor must submit valid certificates of fitness for the work force
- f) The appointed contract must submit valid certificates of competency
- g) The Appointed contractor must submit an organizational SHE Policy and organogram
- h) The appointed contractor must submit applicable legal appointments with competencies where required
- i) The appointed contractor must indicate the head count /total manpower
- j) Attach procedures used to manage the SHE Plan such as but not limited to risk assessment procedure, incident management procedure
- k) Attach identification documents/ passport copies
- l) Attach curriculum vitae and copies of certificates of competency
- m) Attached proof of driver's license and PDP for the appointed vehicle operators
- n) Attach a list of tools where applicable
- o) Attach proof of PPE issuing

### **3.1.7 Safety, Health and Environmental file package requirements**

#### **The following documentation must form part of the SHE file:**

- a) The appointed contractor and each Subcontractor shall each have a SHE Policy that shall be duly signed by an authorised signatory concerning the protection of the health and safety of Contractor's Personnel and others in and about the execution of the Works, including a description of his organisation and the arrangements for carrying out and reviewing such policy.
- b) A copy of the SHE Policy shall be provided as a tender returnable. Tenderers shall furthermore supply method statements containing sufficient detailed information to demonstrate compliance to this Schedule.
- c) All contractors shall prominently display a copy of the policy in the workplace where the Contractor's Personnel normally report for service.
- d) The sub- contractor's SHE Plan shall demonstrate the management process and procedures that shall be adopted to ensure compliance to requirements listed in this schedule and other contract documents requirements.



- e) These management processes shall identify each activity, the foreseeable internal and external hazards, the specific precautions and controls that shall be necessary to ensure that the Works commence and continue safely and without risks to health or to adjacent operations
- f) The SHE Plan shall contain the following as a minimum:
  - g) Relevant applicable legal and other requirements as per issued scope of work
  - h) Roles and responsibilities
  - i) Process for hazard identification and risk assessment including monitoring and review plans, a further identification of opportunities must be part of the process. Interested and affected parties must be clearly outlined.
  - j) Process for change management
  - k) Process for employee training, competency, communication, awareness and participation
  - l) Process for incident management and investigation
  - m) Process for setting objectives and programmes
  - n) Process in place to review the SHE plan
  - o) Process for performance management and monitoring
  - p) Process for internal audits
  - q) Process for document and records management

### 3.1.8 Costing for SHE within the Project

The SHE costing must be itemised and must take into consideration the scope of work. The appointed contractor must make sure that he/she made adequate provision for the cost of health and safety measures during tendering process.

### 3.1.9 Eskom Life-saving Rules

1. Six Life-saving rules have been developed that will apply to all Eskom Employees, agents, consultants, and **contractors**. Failure to adhere to these rules by any Eskom employee or employee of an Appointed Contractor or sub- contractor will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.
2. If any contractual work will be performed on any Eskom premises (including delivery of any product), then the rules **shall be obeyed** by any contractor and their employees.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	<b>OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH</b> ( That is plant, any plant operating above 1000 V)
Rule 2	<b>HOOK UP AT HEIGHTS</b> Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	<b>BUCKLE UP</b> No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	<b>BE SOBER</b> No person is allowed to be under the influence of intoxicating liquor or drugs while on duty
Rule 5	<b>PERMIT TO WORK</b> Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	<b>NO REVERSING WITHOUT A SPOTTER/FLAGMAN</b> Whenever a construction vehicle has to reverse, there must be a flagman to guide the driver at all times.

Eskom will take a stance of zero tolerance on these rules. Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.

### 3.1.10 Substance Abuse

1. Alcohol and substance abuse poses a significant threat to any business, more so in industrial incidents and the driving of vehicles. Eskom is therefore, entitled to take reasonable steps to ensure that intoxicated persons are identified and prevented from entering Eskom.
2. General Safety Regulation 2A is clear on the legal stance regarding intoxication.
3. The alcohol and drug permissible level is 0%.
4. All contractors shall comply with Eskom's procedure 32-37 ("Substance Abuse Procedure"), taking into account that this is an Eskom Life-saving Rule number 4: BE SOBER", this means anyone entering the Eskom will be subjected to adhoc alcohol testing.
5. Contractors are encouraged to compile their own manual and to carry out regular alcohol testing of their own employees. The legislative alcohol level is deemed to be zero.
6. Test records must be treated as "Confidential" and filed in the employees' personal file.

### 3.1.11 Risk assessment (refer sec 8 & 9 of the OHS Act)

The contract manager must prepare and provide a Baseline Risk Assessment for an intended work as per the scope of work to the contractor as part of the contract package that gives an overview of identified hazards and mitigation in the work area where this scope of work will be executed.

The Appointed Contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act, in alignment to Eskom 32-520 procedure. Emerging risks and hazards must be managed during the duration of the contract. This means that if there are significant changes to a process or

activity, or any new process, then these should also be subjected to risk assessment. All risks must be rated. Activity based risk assessments shall be conducted by a competent person of the Appointed Contractor.

### **3.1.12 High Risk Activities**

When the appointed Contractor and/or his contractors are working in an area where a high health and safety hazard exists, the Appointed Contractor shall:

- a) Ensure that permanent and adequate onsite supervision is available for the entire duration of the work that is being conducted.
- b) Provide, erect and maintain all the required barricading, lighting, flags, flashing lights, or other safety control equipment to enable operations to proceed in a safe manner.
- c) Maintain, at all times, defined access ways, which are clear of objects or obstructions, so as to allow for emergency vehicle entry; and
- d) Provide any temporary protective shielding required for protecting nearby operations, at his own cost.

### **3.1.13 Working at Height Procedure**

N/A

### **3.1. 14 First Aid and Equipment**

1. The requirements of the OHS Act GSR 3 must be observed.
2. First aid appointments must be made to meet the requirements, which includes construction sites. Appointees must be trained to level 2. It is good practice for all employees to be trained to at least level 1.
3. When appointing employees for work sites, cognisance must be taken into account the type of work performed, the distance teams are working apart and the terrain to be covered if an emergency should arise.
4. A list of emergency numbers must be displayed on the notice boards and made accessible for all employees.
5. Appointed Contractor must ensure that his /her employees and sub- contractor employees are familiar with the emergency numbers.
6. Contractors shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof, taking into account the type of work performed and the distance between teams.
7. More first aid boxes shall be provided in accordance with the risk assessment. Boxes must be available and accessible for the immediate treatment of injured persons at the workplace.
8. For offices, signs indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes shall be erected.
9. The Appointed Contractor and sub- contractor shall ensure that alternative arrangements be made for incidents occurring after working hours.

### **3.1. 15 SHE Communication Systems**

a) Appointed Contractor/s and their sub- contractors must develop a communication procedure outlining how they intend to communicate SHE issues to their staff, the mediums they will employ and how they will measure the effectiveness of their SHE communication.

b) Communications shall include: the daily toolbox talks that shall be documented and accompanied by proof that employees were part of the talks.

Pre- job briefing before commencement of tasks and post- job briefing after the completion of the task. Any shift handover must be documented where applicable.

### **3.1. 16 Induction training**

1. The appointed contractor shall ensure that all his / her employees, sub- contractors and their employees have undergone the Kusile power station Safety Contractor Management induction training prior to commencing work on site.

2. Attendance registers must be completed of any induction training given, which must indicate that they have received and understood the induction training.

3. Prior to attending the induction training, all employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the SHE file on site for the duration of the project.

4. All employees and visitors on site shall carry the proof of induction training.

#### **3.1.16.1 Site specific induction training**

The appointed contractor shall ensure that all his / her employees and sub- contractor employees undergo site specific work induction with regard to the approved project SHE plan, general hazards prevalent on site, risk assessment, rules and regulations, and other related aspects. Records of site specific induction must be kept in the safety file

The induction training should also include identification of sensitive features such as wetlands/vlei areas, red data species, graves, etc.

#### **3.1.16.2 Visitors to site induction**

1. Visitors to the site shall be required to undergo and comply with the appointed contractor's site-specific safety induction prior to being allowed access to site.

2. All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any work onsite, of any nature.

Visitors who have completed site induction must be provided with a record of proof of Induction training.

#### **3.1.17 Requirements for vehicles**

1. The appointed contractor must have a system/ process to manage vehicle access to laydown area/site.

2. The appointed contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.

3. Contractor vehicles can be subject to inspections by the contract/project manager

4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting material.
6. All vehicles must be fitted with fire extinguisher and first aid kit and sanitisers

### **3.1.18 Requirements for Drivers**

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
  - a) Their passengers wear seat belts whilst the vehicle is in motion.
  - b) Comply with all traffic road rules, safety, direction and speed signs.
  - c) Ensure that vehicle loads are properly secured prior to moving off.
  - d) Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two way radios whilst driving, unless a hands free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers of light vehicles must avoid stopping or parking in the vicinity of machines. At least 30 (thirty) meters must be left clear between such a vehicle and such a machine
7. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
8. The driver that transports the employees must ensure that all employees are wearing their Cloth masks and hands are sanitised before they enter the vehicle

### **3.1.19 Housekeeping and Order**

1. All contractors shall maintain a high standard of housekeeping within their sites and vehicles for the duration of the project.
2. Prompt disposal of waste materials, scrap and rubbish is essential.
3. Materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities.
4. Nails protruding through timber shall be bent over or removed so as not to cause injury.
5. All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately.
6. On completion of his / her work, the contractor is responsible for clearing his / her work area of all materials, scrap, temporary buildings and building bases to the satisfaction of the client/agent.

7. In cases where an inadequate standard of housekeeping has developed, compromising safety and cleanliness, anyone has the responsibility to bring it to the attention of the appointed contractor in the first instance and the Eskom Kusile project/site manager in the second instance.

8. The Kusile power station Project/Site Manager has the right to instruct the appointed contractor and sub- contractors to cease work until the area has been tidied up and made safe. Neither additional costs nor extension of time to the contract shall be allowed as a result of such a stoppage. Failure to comply with this requirement will result into site cleaning by another cleaning contractor company at the cost of the appointed contractor.

9. The sub- contractor shall carry out regular safety/housekeeping inspections (at least weekly) to ensure maintenance of satisfactory standards. The appointed contractor shall document the results of each inspection and shall maintain records for viewing.

10. All contractors must comply to the Kusile Barricading practice note

### **3.1. 20 Workplace Signage and Colour Coding**

1. When using, an explosive power tool the appropriate signage shall be erected, warning people of its use.

2. Contractors shall provide signage where work is conducted and where unauthorised entry is prohibited and/or where alerting and cautioning passers-by to be aware of potential dangers.

3. The meanings of the appropriate symbolic signage must be discussed during induction training and toolbox talks.

4. Where possible, within workshops, work areas and established premises, the appropriate sign indicating the meaning of symbolic safety signs must be displayed.

#### **3.1.21 Tools and Equipment**

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.

2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.

3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.

4. All tools that emit noise shall be clearly marked with the emitted noise levels

5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto the project and the records shall form part of the SHE plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

6. All fuel driven equipment must be properly maintained in accordance with the manufacturer's recommendations and legal requirements.

7. Kusile power station reserves the right to inspect tools or items of equipment brought to site by contractors for use on this project.

8. Should Kusile power station personnel find any item that is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the Kusile power station personnel shall advise the contractor in writing and the contractor shall forthwith remove the item from site and replace it with a safe and adequate substitute.

**Note:** In such cases, the contractor shall not be entitled to extra payments or extensions of time in respect of delay caused by Kusile power station's instructions.

9. Where defective tools and equipment's are identified, such tools and equipment shall be removed out of site immediately, locked away to prevent further use until such time as the tool or piece of equipment has been repaired.

10. Contractors shall ensure that the appropriate records are kept for all tools and equipment used on the project. Such tools and equipment's shall be subjected to regular inspections.

### **3.1.22 Hand tools**

1. All hand tools (hammers, chisels, spanners, etc.) must be recorded on a register and inspected by the construction supervisor on a monthly basis as well as by users prior to use.

2. Tools with sharp points in tool boxes must be protected with a cover.

3. All files and similar tools must be fitted with handles.

4. No make shift tools are permissible on the project.

### **3.1.23 Eskom SHE audits**

Eskom shall evaluate all contractors' SHE performance on an ongoing basis against the legal, Eskom requirements, SHE specification and the contractors SHE plans.

**Note:** Eskom reserves the right to conduct unannounced audits on contractors.

If there are any findings / non-compliance identified as serious in these audits, an activity will be stopped for that specific appointed contractor.

### **3.1.24 Contractor audits**

The appointed contractors are required to audit their sub- contractors on the implementation of their SHE Plan on a monthly basis or when the scope of work changes. A summary of the findings and the proposed corrective actions shall be submitted to Kusile power station OHS department within one week after completion of the audit and a copy of the audit report shall be submitted to the sub- contractor within 7 days of the audit.

### **3.1. 25 Smoking**

The national smoking policy must be adhered to. At Kusile power station smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

### **3.1.26 Cellular Phones**

The national requirements regarding the use of cellular phones must be adhered to, in particular when driving and or operating mobile equipment and or machinery.

### **3.1.27 General Requirements as per the cellular phone usage generation directive**

- a) Cell phones shall not be used while operating any crane, hoist, powered industrial trucks, pay loaders, forklifts or other lifting device.
- b) Not be used while engaged in any job task that requires the use of the hands and/or the full attention of the employee, contractor, or visitor (i.e. fire watch, equipment operator, operating a valve, etc).
- c) Be turned off in any area containing flammable/combustible vapours, e.g. turpentine system, methanol system, fuelling stations, oil and propane storage tanks, flammable/combustible material storage areas.
- d) Not to be used when climbing and descending any form of staircase.
- e) Not to be used for text messaging whilst walking.

### **3.1. 28 Medicals**

**Note:** Kusile power station will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

1. Appointed contractors must ensure that their employees and their sub- contractor employees have a medical surveillance program whereby their employees undergo entry, periodic and exit medical fitness examinations.
2. In order for the appropriate medical examinations to be conducted, each employee must have a man job specification, which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
3. Medical fitness certificates shall be renewed annually for employees who are working on site. This shall be maintained until completion of the contract.
4. The appointed contractor must ensure that his / her employees and sub- contractor employees have undergone pre-entry medical examination before starting work on the contract.
5. The sub- contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

### **3.1.29 Personal Protective Equipment Requirements**

1. The sub- contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub- contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Where there are unusual instances where particular activities require additional type of PPE, then a risk assessment must be conducted where such PPE requirements will be identified and the issuing be carried out.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.



7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.

8. Where deemed as a requirement, then high visibility vests shall be worn.

### **3.1.30 Incident Investigation**

a) All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using Eskom Procedure 32-95 as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Labour.

b) Appointed contractor must develop their own incident management procedure that is in line with Eskom procedure 32-95.

c) Contractors shall use the standard General Administrative Regulation Annexure 1 "Recording of an Incident" form for all incident investigation reports.

d) The objective of incident investigation, should not only be a legal requirement, but should establish why and how the incident occurred and find out the real root cause of the incident and to decide on precautionary measures that are required to address the root cause to prevent any further recurrences of the same or similar incidents.

### **3.1.31 Emergency Management**

The appointed contractor must develop their own emergency management procedure detailing the possible emergencies that could arise due to the activities that they conduct at Kusile power station premises and how they will evacuate their laydown areas in case of any emergency. The contractor emergency management procedure must be in line with Kusile power station emergency response plan. The appointed contractor must familiarise themselves with the Kusile power station emergency response plan and procedure. Periodic emergency drills must be undertaken to test the effectiveness of the plan. This must be recorded and provided on request.

### **3.1.32 Non-Conformance and Compliance**

1. Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline in terms of the Eskom Procurement and Supply Management Procedure.

2. The appointed contractors are required to implement a non-conformance procedure (if not already in place) for issuing to contractors for transgressions. The procedure can include "quality" related non-conformance issues. Similarly, sub- contractors must implement a non-conformance procedure.

3. The procedure for the issuing and closing off of non-conformance reports shall be strictly adhered to.

4. Contractor project management must monitor the close out non-conformances issued, in not doing so; any recommendations made may not be implemented.

5. Where non-conformances are issued by Kusile power station then one of the close-out steps of the procedure will be for the offender to be called by the responsible project manager to explain the non-conformance issued and what plan is in place to prevent a recurrence of the non-conformance.

6. Should the contractor fail to provide adequate PPE to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and Kusile power station requirements.

### **3.1.33 Work Stoppage**

1. Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment.
2. This includes any unauthorised work or service performed by, or legally or contractually non-compliant acts or omissions by, any contractor contracted to work at that site.
3. Work stoppages that are initiated due to SHE concerns, non-compliance, or poor performance related to the contractor's works or services shall not warrant any financial compensation claim lodged against Kusile power station where the contractor has not met the requirements defined legally or contractually.
4. Where stoppages are carried out, the required non-conformance report shall be raised.
5. All work stoppages ideally should be investigated and documented by contract custodians.

### **3.1.34 Hours of Work**

The requirements of the Basic Conditions of Employment Act, Chapter Two "Regulation of Working Time" must be adhered to. All contractors are required to maintain an accurate record of time worked by each employee.

#### **3.1.34.1 Normal work**

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify their Kusile power station Supervisor or project manager of any work that needs to be performed after hours according to the agreed arrangements.

### **3.1.35 Omissions from Safety and Health Requirements Specification**

By drawing up this SHE specification Kusile power station has endeavoured to address the most critical aspects relating to SHE issues in order to assist the contractor to adequately provide for the health and safety of employees on site. Should Kusile power station not have addressed all SHEQ aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform Kusile power station of such issues when signing the contract. The principal contractor must submit their monthly safety stats on the last day of the month at the OHS department.

### **3.1.36 Contract Sign-Off**

On completion of the project, the appointed contractor is required to submit a copy of the SHE File to the contract managers, including drawings, designs, materials used and other similar information concerning the completion of the project.

## **3.2 Environmental constraints and management**

- a) The contractor and or supplier shall have a documented and implemented environmental management system e.g. environmental policy, operational procedures relating to their activities, Environmental Aspects and Impacts Register.
- b) The contractor and or supplier shall prepare an environmental management plan relating to their activities that will be carried out. The environmental management plan shall be based on, amongst others, Eskom Kusile Power Station's OEMP and any other applicable environmental legislation. The environmental management plan must include all the aspects and impacts relating to the activity and address the principle of continual improvement.
- c) The contractor and or supplier employees shall attend induction on environmental management prior to commencement of work at Kusile Power Station.
- d) The contractor and or supplier shall comply with all Eskom Kusile Power Station environmental requirements such as policies, standards and procedures.
- e) The contractor shall appoint trained and competent personnel in writing, who will have the responsibilities of implementing all environmental requirements on a specific contract.
- f) Non-conformance and All spills/emergency incidents shall be reported to Eskom Contract Manager and Environmental Officer(s) immediately on occurrence, such reports must include but not limited to the following information:
- The date and time of the incident
  - The cause of the non-conformance/incident;
  - The proposed actions to correct and prevent recurrence.
- g) Eskom Kusile Power Station shall issue non-conformances where there are deviations from Eskom Kusile Power Station Procedures and any other environmental requirements, and the Contractor or Supplier shall be responsible to provide an action plan and close out of such non-conformances timeously.
- h) Environmental Incident Investigations shall be done jointly where responsible managers and the environmental team from Eskom and the Eskom subsidiary or contractor are present.
- i) Environmental Incident investigation shall be done in accordance to **Eskom Environmental Incident Management Procedure (240-133087117)**.
- j) The contractor or supplier shall be responsible to ensure duty of care during execution of work at Kusile Power Station and shall be liable for the costs for the costs of remedying pollution, environmental degradation and consequent adverse health effects as indicated on the NEMA principles below:

National Environmental Management Act 107 of 1998 (NEMA) principles:

- Duty of care and remediation of environmental damage

Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorized by law or cannot reasonably be avoided or stopped, to minimize and rectify such pollution or degradation of the environment.

- Polluter Pays Principle

The costs of remedying pollution, environmental degradation and consequent adverse health effects and of preventing, controlling or minimizing further pollution, environmental damage or adverse health effects must be paid for by those responsible for harming the environment.

- k) The contractor and or supplier shall allocate funds for the implementation of environmental requirements.
- l) All contractors shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling.
- m) All waste generated during the execution of the scope of work shall be managed in accordance with **Kusile Power Station Waste Management Work Instruction (240-105776552)** and in compliance with applicable environmental legislation and bylaws.
- n) All contractors should be aware of **Eskom SHEQ Policy**.
- o) All contractors must take into account environmental consideration when carrying out Risk Assessments.
- p) All equipment used on site must be in good working condition and no fuel and/or oil leaks on any plant will be tolerated.

### **3.2.1 Records to be kept onsite For Environmental Management**

The following minimum records shall be kept on sites:

- a) Contractor site specific Environmental Management Plan and Environmental aspect and impact register.  
Environmental aspect must be identified, and how they should be mitigated and also be communicated to employees. Proof of communication must be available
- b) Environmental Incident registers and investigation reports.  
Incident must be reported immediately or within 24 hours of occurrence, investigation must take place within 7 days and concluded with 30 days, lesson learned must be shared with employees. Record of environmental incidents must be made available.
- c) Non-conformance register.  
When non-conformances are closed, they should be investigated and close-out within the agreed timeframes.
- d) Complaints register. Where complaints are raised they should be reported to Kusile Environmental management Department, be investigated and closed out.
- e) Waste disposal register
- f) Hazardous Substances registers and SDS where applicable.  
Where hazardous substances are used, a register should be maintained and all SDS should be available and communicated to employees.
- g) Records of audit reports and audit findings close-out, where applicable.
- h) Records of audit and how findings where closed should be maintained.
- i) Records of environmental inspections conducted.  
Monthly environmental inspection should be conducted and records of inspections should be maintained.
- j) Licences for Landfill sites/Waste Treatment plant for all waste streams generated and disposed by the contractor.
- k) Registration certificate for a waste service provider appointed by the contractor

- l) Safe disposal certificates or weighbridge certificates for all waste disposed.

### 3.2.2 Tender Submission Documentation

The following documentation shall be submitted with all tender submissions:

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

### 3.3 Quality assurance requirements

It is important that all the contractors or service providers at Eskom meet the minimum requirements of ISO 9001 quality management system to maintain a high standard of products or services rendered to Eskom. It is therefore important that the contractor demonstrate commitment to the development, implementation and maintenance of its Quality management system which complies with the requirements of ISO 9001 standard. This type of work falls under category 2 of quality requirements, The Supplier shall submit a valid ISO 9001:2015 certificate or submit the following evidence:

- 1. Quality Manual
- 2. Quality Policy (SHEQ)
- 3. Quality(Business) Objectives
- 4. Control of Documented Information/Procedure
- 5. Procedure for control of non-conformity and corrective action.
- 6. Documented information for defined roles, responsibilities and authorities.
- 7. Procedure for control of externally provided products and services/purchase order.
- 8. Latest copy of the internal management system audit Including Nonconformity, correction and /or corrective action.
- 9. Project quality plan
- 10. Quality control plan (QCP), Inspection Test plan (ITP) or previous work done.
- 11. Completed and signed Form A.

## 4 Procurement

To be confirmed at award

### 4.1 Subcontracting

N/A

### 4.2 Plant and Materials

#### 4.2.1 Specifications

The contractor is required to replace the Meggit vibro-meter GmbH CV 160 with the GE Velomitor 2-wire piezo-velocity vibration probe that will be provided by Eskom. The machine, KKS tag and description of location is listed in the table below.

The contractor will be required to remove the currently installed Meggit vibration probes and field cabling from the FD fan, ID fan and PA fan. A list of the replaced items together with the removed items from the plant must be made available to the Eskom C&I supervisor. Any damaged items must be indicated as such and a report must be provided as to how the item got damaged.

MACHINE	KKS TAGNAME	DESCRIPTION
PA Fan 1 (LH)	(1-6)0HFE01CY001	Fan NDE VIB 1
PA Fan 1 (LH)	(1-6)0HFE01CY002	Fan NDE VIB 2
PA Fan 1 (LH)	(1-6)0HFE01CY003	Fan NDE VIB 3
PA Fan 1 (LH)	(1-6)0HFE01CY004	Fan DE VIB 1
PA Fan 1 (LH)	(1-6)0HFE01CY005	Fan DE VIB 2
PA Fan 1 (LH)	(1-6)0HFE01CY006	Fan DE VIB 3
PA Fan 1 (LH)	(1-6)0HFE01CY030	Motor DE X
PA Fan 1 (LH)	(1-6)0HFE01CY031	Motor DE Y
PA Fan 1 (LH)	(1-6)0HFE01CY020	Motor NDE X
PA Fan 1 (LH)	(1-6)0HFE01CY021	Motor NDE Y
PA Fan 2 (RH)	(1-6)0HFE02CY001	Fan NDE VIB 1
PA Fan 2 (RH)	(1-6)0HFE02CY002	Fan NDE VIB 2
PA Fan 2 (RH)	(1-6)0HFE02CY003	Fan NDE VIB 3
PA Fan 2 (RH)	(1-6)0HFE02CY004	Fan DE VIB 1
PA Fan 2 (RH)	(1-6)0HFE02CY005	Fan DE VIB 2
PA Fan 2 (RH)	(1-6)0HFE02CY006	Fan DE VIB 3
PA Fan 2 (RH)	(1-6)0HFE02CY030	Motor DE X
PA Fan 2 (RH)	(1-6)0HFE02CY031	Motor DE Y
PA Fan 2 (RH)	(1-6)0HFE02CY020	Motor NDE X
PA Fan 2 (RH)	(1-6)0HFE02CY021	Motor NDE Y
FD Fan 1 (LH)	(1-6)0HLB10CY001	Fan NDE VIB 1
FD Fan 1 (LH)	(1-6)0HLB10CY002	Fan NDE VIB 2
FD Fan 1 (LH)	(1-6)0HLB10CY003	Fan NDE VIB 3
FD Fan 1 (LH)	(1-6)0HLB10CY011	Fan DE VIB 1

FD Fan 1 (LH)	(1-6)0HLB10CY012	Fan DE VIB 2
FD Fan 1 (LH)	(1-6)0HLB10CY013	Fan DE VIB 3
FD Fan 1 (LH)	(1-6)0HLB10CY020	Motor DE X
FD Fan 1 (LH)	(1-6)0HLB10CY021	Motor DE Y
FD Fan 1 (LH)	(1-6)0HLB10CY030	Motor NDE X
FD Fan 1 (LH)	(1-6)0HLB10CY031	Motor NDE Y
FD Fan 2 (RH)	(1-6)0HLB20CY001	Fan NDE VIB 1
FD Fan 2 (RH)	(1-6)0HLB20CY002	Fan NDE VIB 2
FD Fan 2 (RH)	(1-6)0HLB20CY003	Fan NDE VIB 3
FD Fan 2 (RH)	(1-6)0HLB20CY011	Fan DE VIB 1
FD Fan 2 (RH)	(1-6)0HLB20CY012	Fan DE VIB 2
FD Fan 2 (RH)	(1-6)0HLB20CY013	Fan DE VIB 3
FD Fan 2 (RH)	(1-6)0HLB10CY020	Motor DE X
FD Fan 2 (RH)	(1-6)0HLB10CY021	Motor DE Y
FD Fan 2 (RH)	(1-6)0HLB10CY030	Motor NDE X
FD Fan 2 (RH)	(1-6)0HLB10CY031	Motor NDE Y
ID Fan 1 (LH)	(1-6)0HNC10CY001	Fan Housing VIB 1
ID Fan 1 (LH)	(1-6)0HNC10CY002	Fan Housing VIB 2
ID Fan 1 (LH)	(1-6)0HNC10CY003	Fan Housing VIB 3
ID Fan 1 (LH)	(1-6)0HNC10CY020	Motor DE VIB
ID Fan 1 (LH)	(1-6)0HNC10CY021	Motor DE VIB
ID Fan 1 (LH)	(1-6)0HNC10CY030	Motor NDE VIB
ID Fan 1 (LH)	(1-6)0HNC10CY031	Motor NDE VIB
ID Fan 2 (RH)	(1-6)0HNC20CY001	Fan Housing VIB 1
ID Fan 2 (RH)	(1-6)0HNC20CY002	Fan Housing VIB 2
ID Fan 2 (RH)	(1-6)0HNC20CY003	Fan Housing VIB 3
ID Fan 2 (RH)	(1-6)0HNC20CY020	Motor DE VIB
ID Fan 2 (RH)	(1-6)0HNC20CY021	Motor DE VIB
ID Fan 2 (RH)	(1-6)0HNC20CY030	Motor NDE VIB
ID Fan 2 (RH)	(1-6)0HNC20CY031	Motor NDE VIB

The current installed probes are Meggit vibro-meter GmbH CV 160.

Eskom requires that the considered supplier shall as a minimum, provide the following:

- The Contractor shall provide proof of competence and proof of OEM agent or partner registration.
- Replace the current installed vibration probes on the ID, FD and PA fans listed in the table above with the new Velomitor 2-wire Piezo-velocity vibration probe.
- Connecting, routing and terminating of the signal cables to the existing junction boxes
- Commissioning of the signals to ensure it is displaying healthy on the DCS
- Provide all manuals and documentation applicable
- The contractor shall provide all consumables for usage in the installation and commissioning of the vibration probes.
- The contractor will use the current trunking for routing the cables to the junction boxes.
- P&IDs and electrical diagram for the system can be made available upon request by the contractor

i) The Contractor will provides on-job training to Eskom C&I maintenance throughout the entire works period. This includes hand-over skills when installing, commissioning and fault finding the vibration probes.

#### **4.2.2 Correction of defects**

If any of the issued material is found to be defective, the contractor is required to notify the Eskom C&I supervisor. If deemed necessary, an additional component can be made available depending on spares availability. If negligence is found to be the reason of the defective material, the contractor will be liable to source a new component.

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

The contractor is not required to procure any plant or material for usage within the works.

#### **4.2.4 Tests and inspections before delivery**

No tests and inspections will be required by the contractor. The material for usage in the works will be issued by Eskom. This includes the vibration probes and the shielded signal cables.

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

All vibration probe field devices will be provided by Eskom for the replacement works. This also includes the shielded vibration probe cables for the individual probes. There are 54 vibration probes and 54 shielded cables available for usage per unit. The material will be issued to the contractor by Eskom C&I maintenance supervisor prior to commencing of the works. Any other consumable for the installation work must be provided by the contractor.

The following material will be provided by the Employer for the purpose of the works:

	Description	Unit	Quantity
1	Velomitor 330500-01-00	No	54
2	Extension armoured cable 84661-66	No	22
3	Extension armoured cable 84661-49	No	18
4	Extension armoured cable 84661-82	No	6
5	Extension armoured cable 84661-15	No	8

#### **4.2.6 Cataloguing requirements by the *Contractor***

N/A



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

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

Close co-ordination of activities will have to be exercised between the Eskom Project personnel and the Contractor once the tender has been awarded. No Contractor employees will be allowed on site unless such employees received induction training and have signed the induction training register and given permit to access site. The Contractor shall ensure that all safety act requirements are adhered to.

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

The *Contractor* shall keep record of his people working on site. The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

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

Refer to section 3.1

### **5.4 Environmental controls, fauna & flora**

Refer to section in 3.2

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

N/A

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

Contractor to keep records of Equipment on Site including whether it is owned or hired in the Safety file.

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

No anticipation of equipment from the Employer is to be made available to the Contractor.

### **5.8 Site services and facilities**

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

The Employer will provide in power supply in the form of 220V AC power, water, waste disposal, telecommunications, ablutions, fire protection and lighting. The Contractor shall provide everything else necessary for providing the Service.

#### **5.8.2 Provided by the Contractor**

The *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities.

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

N/A

### **5.10 Hook ups to existing works**

The Contractor will make arrangements with the Service Manager

### **5.11 Tests and inspections**

#### 5.11.1 Description of tests and inspections

Upon completion of the replacement and installation works, loop tests to the DCS must be conducted to ensure the vibration probe signals are indicating healthy. A joint plant walk inspection will be done by Eskom staff and the contractor to observe the quality of work conducted. A C&I supervisor will be included in the plant inspection and present for the loop tests.

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

State what materials facilities and samples for tests and inspections the <i>Contractor</i> and the <i>Employer</i> are to provide, per core clause 40.2.
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6 List of drawings

6.1 Drawings issued by the Employer

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

Drawing number	Revision	Title