



## NEC3 Term Service Contract (TSC3)

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

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

for

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

**CONTRACT No.**

## PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
<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>

### C1.1 Form of Offer & Acceptance

#### Offer

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

**The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years**

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

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

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

<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*.

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:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:****For the *Employer***

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(Insert name and address of organisation)

Name &amp; signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

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

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<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>X1: Price adjustment for inflation</b>
		<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>X20: Key performance indicators</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>[•]</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)

10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Matla Power Station
11.2(13)	The <i>service</i> is	The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of (05) years
11.2(14)	The following matters will be included in the Risk Register	As per Annexure B on 2 <sup>nd</sup> last page of this document
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date.
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 Months
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	25 <sup>th</sup> day of every month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any

dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i>
7	<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>	As per Z12 clause in this contract
80.1	These are additional <i>Employer's</i> risks	1. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document
9	<b>Termination</b>	Termination core clauses as per NEC3 shall be applied
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	In C2.2
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	N/A
11	<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



		<b>Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>																								
	Address	[•]																								
	Tel No.	[•]																								
	Fax No.	[•]																								
	e-mail	[•]																								
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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.</b>																								
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>																								
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>																								
	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	<b>the Chairman for the time being or his nominee</b>																								
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>																								
<b>12</b>	<b>Data for secondary Option clauses</b>																									
<b>X1</b>	<b>Price adjustment for inflation</b>																									
X1.1	The <i>base date</i> for indices is	<b>The month prior to the enquiry closing date.</b>																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td colspan="3"><hr/></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	Proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	<hr/>			100%		
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<b>X2</b>	<b>Changes in the law of</b>	<b>Republic of South Africa is a compensation event if it occurs after the Contract Date</b>																								
<b>X17</b>	<b>Low service damages</b>																									

X17 Low service damages			
DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	IMPACT FOR DAMAGES	PENALTIES TO BE IMPLEMENTED
Failing to respond to call-out within 2 hours and Traveling to the station with 1 hour	Response to call out	Maintenance delays	2 % of assessment value of the task order on monthly basis
Failure to be authorised on PSR within 6 months from contract placement	PSR results	Maintenance delays	2 % of assessment value of the task order on monthly basis
Failure to execute or attend the statutory PMs on time	PM's backlogs	None compliance	2 % of assessment value of the task order on monthly basis
Maintenance execution delays due to poor workmanship	Outage Slip	Cost and Mean Time To Repair	1.5 % of assessment value of the task order on monthly basis
Failure of the Submission of the load testing certificate on time	Records keeping	Non-compliance	1.5 % of assessment value of the task order on monthly basis
Failure to plan ahead for spares required for execution of Cranes repairs or breakdowns	A list of Cranes spares required will be shared and tracked weekly until return to service	Non-compliance	1.5 % of assessment value of the task order on monthly basis

X17.1 The *service level table* is in **Annexure A on the second last page of this contract document**

#### **X18 Limitation of liability**

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<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</b>

		<b>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	The <i>end of liability date</i> is	<b>1 month after the end of the <i>service period</i>.</b>
<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>Within the same day of receiving the Purchase Order</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	<b>Annexure C On the last page of this document</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>6 months interval</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> 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 Sub*Contractors*, 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 Sub*Contractors*, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*’s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*’s VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:
- If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

**Z9 *Employer*’s limitation of liability**

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

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

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

## Z11 Ethics

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

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or <i>SubContractors</i> or <i>SubContractor's</i> employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or <i>SubContractors</i> or the <i>SubContractor's</i> employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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	<u><b>Loss of or damage to property</b></u> The replacement cost  <u><b>Bodily injury to or death of a person</b></u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance by the Employer**

86

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 – NOT APPLICABLE**

**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

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

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

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

#### Notes to a tendering *Contractor*:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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	<b>C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	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.

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

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

### Format of the *price list*

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

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

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

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

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

## C2.2 the *price list*

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Description	Unit	Quantities				Rate	Amount over 5 years
		Quantity	No. / Year	Period (Yrs)	Total		
<b>Inspection, Load test and Certification</b>							
Weight supply for 100 Ton Spreader Beam	No.	4	1	5	20		
Weight supply for 200 Ton Crane	No.	6	1	5	30		
Weight supply for 300 Ton Crane	No.	10	1	5	50		
Hiring of: Spreader C/W 4 x 150 ton; Shackles, 4 x 80 to slings; 4 x 35 ton shackles	No.	1	1	5	5		
Hoses	No.	20	1	5	100		
Flow meters	No.	2	1	5	10		
Manifold	No.	1	1	5	5		
LMI on site	No.	57	1	5	285		
Travel without load	Km	456	1	5	2 280		
Travel with load	Km	684	1	5	3 420		
<b>Plant Breakdowns</b>							
Plant Breakdowns	Hrs	80	12	5	4 800		
<b>Labour</b>							
Site Manager	Hour	1	1920	5	9 600		
Technician (LMI Registered)	Hour	3	1920	5	28 800		
Assistance	Hour	3	1920	5	28 800		
Safety Officer	Hour	1	1920	5	9 600		
Clerk	Hour	1	1920	5	9 600		
<b>Labour - Standby</b>							
Technician (LMI Registered)	Hour	1	1440	5	7 200		
Assistance	Hour	1	1440	5	7 200		
Safety Officer	Hour	1	720	5	3 600		
Site Manager	Hour	1	720	5	3 600		
<b>Labour - Saturday Overtime</b>							
Site Manager	Hour	1	480	5	2 400		
Technician (LMI Registered)	Hour	3	480	5	7 200		
Assistance	Hour	3	480	5	7 200		
Safety Officer	Hour	1	480	5	2 400		
<b>Labour - Sunday Overtime</b>							

Site Manager	Hour	1	480	5	2 400		
Technician (LMI Registered)	Hour	3	480	5	7 200		
Assistance	Hour	3	480	5	7 200		
Safety Officer	Hour	1	480	5	2 400		
<b>Transport</b>							
Transport (9 x employees)	No.	9	12	5	540		
Light delivery vehicle	Day	1	12	5	60		
4 ton truck	Day	1	12	5	60		
<b>PPE, Medicals and Training</b>							
Safety Requirements (Safety file, PPE, Medicals, safety harness etc)	No.	1	1	5	5		
<b>TOTAL</b>							

Part 2  
N/A

## PART 3: SCOPE OF WORK

### C3.1 Service Information

## C3: Scope of Work

### GENERAL

- Data books, reviews, reports, and diagrams/drawings shall be submitted to Engineering after the completion of the work. Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement.

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.1	Occupational Health and Safety	<ul style="list-style-type: none"> <li>Health and safety file should be approved by Safety risk management department prior to any work commences on site.</li> <li>All work is to be done in accordance</li> </ul>	<ul style="list-style-type: none"> <li>Health and safety file should be approved by Safety risk management department prior to any work commences on site.</li> <li>All work is to be</li> </ul>	Eskom to witness.	Eskom to witness.	Contractor

		<p>with OHS Act 85 of 1993, Matla plant procedures and Plant Safety Regulations. (240-150642762).</p> <ul style="list-style-type: none"> <li>• Matla power station SHEQ induction must be done before access to site can be granted.</li> <li>• The contractor should ensure that all employees have acquired the required competency for the task they are performing.</li> </ul> <p>The contractor to ensure compliance to updated legal requirements and other requirements</p>	<p>done in accordance with OHS Act 85 of 1993, Matla plant procedures and Plant Safety Regulations. (240-150642762).</p> <ul style="list-style-type: none"> <li>• Matla power station SHEQ induction must be done before access to site can be granted.</li> <li>• The contractor should ensure that all employees have acquired the required competency for the task they are performing.</li> </ul> <p>The contractor to ensure compliance to updated legal requirements and other requirements</p>			
1.2	Environmental Management	<ul style="list-style-type: none"> <li>• All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental <b>AUTHORISATION</b> before commencement of work.</li> <li>• The contractor shall comply with all applicable legal and</li> </ul>	<ul style="list-style-type: none"> <li>• All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental <b>AUTHORISATION</b> before commencement of work.</li> <li>• The contractor shall comply with</li> </ul>	Eskom to witness.	Eskom to witness.	Contractor



		<p>other requirements.</p> <ul style="list-style-type: none"> <li>The polluter pays principle will be applied.</li> <li>The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (refer: OMOP 4090 and 4402).</li> <li>The last payment will be processed based on the status of the last housekeeping check sheet (Annexure C: OMOP 4402) of designated area.</li> </ul> <p>EMS file based on ISO14001 will be required.</p>	<p>all applicable legal and other requirements.</p> <ul style="list-style-type: none"> <li>The polluter pays principle will be applied.</li> <li>The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (refer: OMOP 4090 and 4402).</li> <li>The last payment will be processed based on the status of the last housekeeping check sheet (Annexure C: OMOP 4402) of designated area.</li> </ul> <p>EMS file based on ISO14001 will be required.</p>			
1.3	Quality Management	<ul style="list-style-type: none"> <li>he contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work.</li> </ul>	<ul style="list-style-type: none"> <li>he contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department</li> </ul>	Hold point	Hold point	Contractor

		<ul style="list-style-type: none"> <li>Contractors/executioner to adhere to QM 58 and OMOP4497 requirements.</li> <li>Number of NCR issued can affect your next tendering process.</li> <li>The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.</li> <li>No procuring of outage items without the approval of scopes by quality</li> <li>All outage scopes creep and scopes addition should be approved by quality.</li> <li>No contractor should be in the possession of scopes for execution without the scopes approved by quality.</li> </ul> <p>The contractor is subjected to quality auditing at any point in time during execution of scope</p>	<p>before commencing with the work.</p> <ul style="list-style-type: none"> <li>Contractors/executioner to adhere to QM 58 and OMOP4497 requirements.</li> <li>Number of NCR issued can affect your next tendering process.</li> <li>The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.</li> <li>No procuring of outage items without the approval of scopes by quality</li> <li>All outage scopes creep and scopes addition should be approved by quality.</li> <li>No contractor should be in the possession of scopes for execution without the scopes approved by quality.</li> </ul> <p>The contractor is subjected to</p>			
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			quality auditing at any point in time during execution of scope			
				Inputs from other departments		
				Commissioning reference		

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
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	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1	The scope is for the maintenance and testing of Overhead Cranes, Hoists, Beam Crawls and Lifting Equipment at Matla Power Station. The list of all planned maintenance activities is attached.	<b>STANDARDS</b> The tenderer complies to all standards governing the design and installation, commissioning, maintenance and operation of cranes and associated systems including however not limited to: [1] ISO 9001 Quality Management Systems. [2] OHS ACT Occupational Health and Safety Act, Number 85 of 1993, [3] SANS1599-1: Part 1: Cantilever/Slewing jib cranes [4] SANS1599-2: Part 2: Power-driven mobile cranes. [5] SANS4309: Cranes – Wire Ropes – Care and maintenance, inspection and discard [6] SANS4310: Cranes – Test Code and Procedures [7] SANS12478-1: Cranes – Maintenance Manual [8] SANS12480-1: Cranes – Safe Use: Part 1: General [9] SANS12480-3: Cranes –	Hold	Contractor

		<p>Safe Use, Part 3: Tower Cranes</p> <p>[10] SANS 12482-1 – Cranes: Condition Monitoring</p> <p>[11] SANS 10375 – The Inspection and Testing of Overhead Cranes</p> <p>[12] SANS 4310: Cranes – Test Code and Procedures</p> <p>[13] 240-75850027 Inspection, Testing and Maintenance of Lifts, Escalators and Passenger Conveyors Standard</p> <p>[14] 240-106680663 Lifts, Escalators, Lifting and Crane Design Guideline</p>		
	<p><b>OVERHEAD CRANES</b></p> <p>The Contractor is to perform 6 Monthly and 12 Monthly inspection/maintenance/testing as per the Occupational Health and Safety Act 1993 Driven Machinery Regulations 18 Sub regulation (5) and (6) and as per SANS 10375 and 12482-1 requirements.</p> <p>The inspection/testing/maintenance is to be performed on, but not limited to the cranes listed in the Matla Cranes List.</p> <p>Due to the harsh environment, the following cranes are to have the 6 monthly inspection/maintenance performed at 3 months intervals</p> <ul style="list-style-type: none"> <li>• Mill Cranes Unit 1 – 6</li> <li>• Ash Plant Cranes Unit 1 – 6</li> <li>• Ash Silo Hoists 1 – 3</li> <li>• Slurry Plant Crane</li> </ul>	<p><b>MATLA POWER STATION CRANES LIST</b></p> <p>[1] Mill Cranes Unit 1 – 6</p> <p>[2] Ash Plant Cranes Unit 1 – 6</p> <p>[3] Boiler Hoist Unit 1 – 6</p> <p>[4] Conveyor Magnet Hoists Unit 1 – 6</p> <p>[5] Cooling Tower Hoists Unit 1 – 6</p> <p>[6] FD Fan Hoists Unit 1 – 6</p> <p>[7] ID Fan Hoists Unit 1 – 6</p> <p>[8] PA Fan Hoists Unit 1 – 6</p> <p>[9] SO3 Plant Unit 1 – 6</p> <p>[10] Dust Silo Hoists 1 – 3</p> <p>[11] Hydrobin Hoists</p> <p>[12] Turbine Overhead Cranes North and South</p> <p>[13] Turbine Semi-Portal Cranes North and South</p> <p>[14] Slurry Plant Pump House</p>		

<p><b>6 MONTHLY INSPECTION</b>          6 Monthly mechanical and electrical inspections and servicing of the overhead cranes includes but not limited to:</p> <p><b>ELECTRICAL</b></p> <ul style="list-style-type: none"> <li>• Clean out all panels and junction boxes.</li> <li>• Inspect all cables.</li> <li>• Check all switchgear and terminations.</li> <li>• Take all amperages of all motions.</li> <li>• Check all overloads settings.</li> <li>• Check all loop system for proper operation.</li> <li>• Check all electrical collectors.</li> </ul> <p><b>LIMITS – CHECK THE FOLLOWING.</b></p> <ul style="list-style-type: none"> <li>• All limits for proper operation</li> <li>• Operation of load limiters</li> <li>• Operation of all limit accessories</li> <li>• Capacity overload</li> </ul> <p><b>CRANE ISOLATED</b></p> <ul style="list-style-type: none"> <li>• Check all down shop system.</li> <li>• Inspect collectors.</li> </ul> <p><b>MECHANICAL</b></p> <ul style="list-style-type: none"> <li>• Visual inspection of complete crane.</li> <li>• Inspect the cross and long travel rails.</li> </ul> <p><b>CHECK THE</b></p>	<p>Crane</p> <p>[15] Compressor House Crane</p> <p>[16] CW Pump House Cranes North and South</p> <p>[17] LP Pump House Crane</p> <p>[18] MMD Workshop Crane</p> <p>[19] Welding Shop Crane</p> <p>[20] EMD Workshop Crane</p> <p>[21] Rotek Workshop Crane</p> <p>[22] Slurry Plant Workshop Crane</p> <p>[23] Main Stores Crane</p> <p>[24] Boiler Tube Store Crane (40T)</p> <p>[25] Capital Store 200T and 300 T crane.</p> <p>[26] Outage Store Crane</p>		
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<p><b>FOLLOWING.</b></p> <ul style="list-style-type: none"> <li>• All connections and bolts.</li> <li>• All drive mounting bolts.</li> <li>• All wheels.</li> <li>• Float of crane.</li> <li>• Condition of gearbox.</li> <li>• All open gears.</li> <li>• Drive shaft and all sheaves</li> </ul> <p><b>BRAKES AND DRUM – CHECK THE FOLLOWING.</b></p> <ul style="list-style-type: none"> <li>• All brake linings.</li> <li>• All brake settings and assembly.</li> <li>• Brakes for equal braking.</li> <li>• Condition of brake drum.</li> <li>• All coupling bolts.</li> <li>• Visual inspection f brake drum for cracks.</li> </ul> <p>Lubrication</p> <ul style="list-style-type: none"> <li>• Clean and grease all open gears.</li> <li>• Check oil levels and all thrusters oil.</li> <li>• Inspect and grease all crane ropes.</li> <li>• Inspect and grease all chains.</li> <li>• Grease all bearings where needed.</li> <li>• Grease all sheave</li> </ul>			
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<p>wheels.</p> <ul style="list-style-type: none"> <li>• Lubricate bottom block assembly.</li> </ul> <p><b>CABIN CONTROLLERS CHECK THE FOLLOWING:</b></p> <ul style="list-style-type: none"> <li>• Rubber boots.</li> <li>• Contact block.</li> <li>• Controller cams and connections.</li> <li>• General condition of controller.</li> </ul> <p><b>PENDANT CHECK THE FOLLOWING.</b></p> <ul style="list-style-type: none"> <li>• Entry rubber boots</li> <li>• Push button rubbers and inserts.</li> <li>• Connections</li> <li>• Whether it is water tight</li> <li>• Pendant strain cables</li> <li>• Emergency stop key switch.</li> <li>• That the notice (no unauthorised persons are allowed to use the crane) is in good order.</li> </ul> <p><b>LOAD HOOKS</b></p> <ul style="list-style-type: none"> <li>• Check condition of bottom assembly.</li> <li>• Check operation of the safety catch and replace where damaged or missing.</li> <li>• Record hook measurement and mark unmarked hook.</li> </ul>				
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	<ul style="list-style-type: none"> <li>Perform NDT test on hooks to check for cracks.</li> </ul> <p><b>LOAD TEST</b></p> <ul style="list-style-type: none"> <li>Carry out the load test according to OHS Act 85 of 1993, regulation 18 and SANS 4310: 2002.</li> <li>Load test the overhead crane once in every 12 months.</li> <li>Remove, repair and re-calibrate load limiters.</li> </ul>			
3	<p><b>MOBILE CRANES</b></p> <p>Mobile cranes shall be thoroughly examined at intervals not exceeding 6 months by a competent person. Load test are to be carried out at 12 monthly intervals.</p> <p><b>6 MONTHLY INSPECTION</b></p> <p>While the hoist rope operated slowly from limit to limit, examine the rope for the following defects.</p> <ul style="list-style-type: none"> <li>Strained through snatching or kinking.</li> <li>Excessive wear or corrosion</li> <li>Internal and external wear.</li> <li>Internal rusting</li> </ul> <p><b>JIB</b></p> <ul style="list-style-type: none"> <li>Perform NDT crack test on the hook and welded part of the jib.</li> <li>Replace safety catches where</li> </ul>	<p><b>MOBILE CRANES</b></p> <ul style="list-style-type: none"> <li>Terex 27 Ton</li> <li>FRANNA</li> </ul>	Hold	Contractor



	<p>missing or damaged.</p> <ul style="list-style-type: none"> <li>Inspect jib and hoist for damages.</li> </ul> <p><b>INFORMATION REQUIRED</b></p> <ul style="list-style-type: none"> <li>Hook spread measurements.</li> </ul> <p>The condition of the following:</p> <ul style="list-style-type: none"> <li>Rope and rope connections.</li> <li>Main Hoist.</li> <li>Results of crack testing.</li> <li>Any defects found on the mobile lift.</li> </ul> <p><b>LOAD TEST</b>                  Carry out the load test according to OHS Act 85 of 1993, regulation 18 and SANS 19.</p>			
2.4	<p><b>FORK LIFT AND PALLET JACKS</b>                  Fork lifts and pallet jacks shall be thoroughly examined at intervals not exceeding 6 months by a competent person. Load test are to be carried out at 12 months intervals.</p> <p><b>6 MONTHS INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>Examine mast and forks for deformation.</li> <li>Do NDT crack test on the arms and attaching points, provide a crack test certificate.</li> <li>Examine the positioning locks for wear and correct</li> </ul>	<p><b>FORK LIFTS</b></p> <ul style="list-style-type: none"> <li>Hyster fork lift 7 Ton (Stores)</li> <li>Clark Fork Lift 7 Ton (Stores)</li> <li>Clark Fork Lift 7 Ton (Stores)</li> <li>Clark Fork Lift 7 Ton (Stores)</li> </ul>	Hold	Contractor

	<p>function.</p> <ul style="list-style-type: none"> <li>• Check the uprights chains and adjust as required.</li> <li>• Locate the fork on suitable consolidated and levelled area.</li> <li>• Operate the forks and mast through the full range to check for full and free and smooth movement.</li> </ul> <p><b>LOAD TEST</b></p> <ul style="list-style-type: none"> <li>• Record the mass lifted, the distance travelled and state the results.</li> <li>• Check the load sag over a duration of time.</li> <li>• Check for oil leaks.</li> </ul> <p><b>INFORMATION REQUIRED</b></p> <ul style="list-style-type: none"> <li>• Condition of the mast assembly.</li> <li>• Condition of the lifting forks.</li> <li>• Condition of the upright lift chains.</li> <li>• Results of the crack testing.</li> <li>• Results of the sag test and provide a test certificate.</li> </ul>			
5	<p><b>CHERRY PICKERS</b></p> <p>Cherry pickers shall be thoroughly examined at intervals not exceeding 6 months by a competent person. Load tests are to be carried out at 12 months intervals.</p>	<p><b>CHERRY PICKERS</b></p> <ul style="list-style-type: none"> <li>• EMD Cherry Picker</li> <li>• Lifting Equipment Cherry Picker</li> </ul>	Hold	Contractor

	<p><b>6 MONTHS INSPECTIONS</b></p> <ul style="list-style-type: none"> <li>• Examine jib for damages and defects.</li> <li>• Operate jib through full range of motions.</li> <li>• Check the condition of the hydraulic hoses and pistons.</li> </ul> <p><b>LOAD TEST</b></p> <ul style="list-style-type: none"> <li>• Carry out the load test according to OHS Act 85 of 1993, regulation 18.</li> </ul>			
	<p><b>LIFTING TACKLE INSPECTIONS</b></p> <p>Lifting tackle shall be thoroughly examined at intervals not exceeding 3 months by a competent person.</p> <p>All hooks must have pop marks.</p> <p>All hooks "D" shackles, eye bolts to be NDT tested and crack test certificates to be supplied, not exceeding 12 months.</p> <p>Lifting tackle is to include, hydraulic jacks, and pumps, slings and chains, wire ropes and nylon hooks, shackles, eye bolts, chain blocks, lever hoists, turfers, snatch blocks, crawls and trestles.</p> <p>Lifting tackle does not require periodic mechanical testing, where various lifting tackles are used as part of an assembly. The assembly shall be rated or used to the S.W.L of the weakest lifting tackle in the assembly.</p> <p>NDT (Non-Destructive Testing) should be carried out on the components of the crane to establish presence, location and</p>		Hold	Contractor

	extent of any defects that can affect the integrity of that structure.			
	<b>INFREQUENTLY USED BEAMS AND LIFTING LUGS</b> The contractor is to perform load test on infrequently used beams and lifting lugs as and when the need arises. Yearly visual inspections of all lifting beams and lugs to check for damages.	<b>Quantity of Infrequently Used Beams:</b> <ul style="list-style-type: none"> <li>558 Beams</li> </ul>	Hold	Contractor
	<b>100 TON SPREADER BEAM</b> The contractor is perform 12 monthly NDT crack testing on all the welds and the hook as well as a load test of the 100 ton spreader beam.		Hold	Contractor
	<b>WEIGHT SUPPLY</b> The contractor is supply weights or water weights for the 12 months load testing of the 100 ton spreader beam, 200 Ton and 300 Ton crane.		Hold	Contractor
0	<b>FORK LIFT SUPPLY</b> The contractor is to supply a 15 ton fork lift for the duration of the contract. The contractor is responsible for the maintenance and load testing of the forklift for the duration of the Contract.		Hold	Contractor
1	<b>SAFETY LATCHES</b> The Contractor is to supply and install all safety latches on the lifting hooks, should they require replacement.		Hold	Contractor
2	<b>RUBBER BOOTS</b> The Contractor is to supply and install all pendant rubber boots, should they require replacement.		Hold	Contractor
3	<b>PLANT BREAKDOWNS</b> The Contractor is attend to all plant breakdowns during working hours and after hours. Call out		Hold	Contractor

	response time is one hour.			
4	<p><b>STAFF COMPLIMENT</b></p> <p>The Contractor is to supply Matla Power Station with a full time staff compliment to carry out the above mentioned tasks, consisting of the following:</p> <ul style="list-style-type: none"> <li>• 1 x Site Manager</li> <li>• 3 x Technician (2 of which must be LMI registered)</li> <li>• 3 x Assistance (Semi Skilled – Minimum Grade 12 Qualification.</li> <li>• 1 x Safety Officer</li> <li>• 1 x Clerk</li> </ul> <p>The staff compliment is to be stationed full time at Matla Power Station to attend to all planned maintenance activities and plant breakdowns. The staff compliment is to be on site during Matla's normal working hours:</p> <ul style="list-style-type: none"> <li>• Monday to Thursday: 07:00 – 16:15</li> <li>• Friday: 07:00 – 12:00</li> </ul> <p>Standby Staff</p> <ul style="list-style-type: none"> <li>• 1 x Technician</li> <li>• 1 x Assistant</li> </ul> <p>All three (3) technicians must undergo PSR training and obtain PSR authorisation within 6 months of the contract being placed.</p>	<p><b>MINIMUM QUALIFICATIONS</b></p> <ul style="list-style-type: none"> <li>• <b>Technician:</b> Millwright (Electrical and Mechanical) N3, with minimum three (3) years of experience.</li> <li>• <b>LMI:</b> Registered with ECSA with three years of experience.</li> <li>• <b>Assistant:</b> Minimum Grade 12 (Matric)</li> <li>• <b>Safety Officer:</b> Grade 12, National Diploma, Computer literate, MS Office: Word, PowerPoint, Excel, Outlook.</li> <li>• <b>Site Manager:</b> Diploma in Electrical/Mechanical Engineering, Computer literate, MS Office: Word, PowerPoint, Excel, Outlook.</li> </ul>		

2.15	<p><b>GENERAL</b></p> <ul style="list-style-type: none"> <li>• All inspection and testing to be done by a registered LMI.</li> <li>• All examination to be carried out by a competent person.</li> <li>• A competent person shall submit a report promptly to the power station where defects are found to be unsafe, this to allow the user to take the required actions within the required period.</li> <li>• Any equipment found to be damaged in any way that will affect the safe use of such equipment, shall immediately be withdrawn from service. It shall be effectively and clearly marked as being suspect and shall not be used until repaired. If repaired, such equipment shall be re-tested mechanically as well as electrically, where applicable before placed into service.</li> <li>• All lifting machines shall be mechanically tested to 110% safety working load at intervals not exceeding 12 months and findings recorded.</li> <li>• Manufacture's requirements and prescriptions with respect to performance testing must be adhered to.</li> </ul>			
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6	Management Meetings	<ul style="list-style-type: none"> <li>Contract site meetings will be held monthly between the service manager, site maintenance manager or representative and the contractor's site manager. The frequency of such meetings may alter be changed after re-evaluation based on the Employer's requirements.</li> <li>The Contractor attends the Employer's toolbox meetings, safety meetings (department as well as maintenance and station).</li> <li>The contractor's site manager or supervisor attends the Employers planning, scheduling meetings as arranged.</li> <li>The Contractor participates in reliability-based optimization (RBO) implementation workgroups sessions, as and when informed thereof.</li> <li>The Employer may also request the Contractor to attend or represent the Employer on certain other meetings whenever necessary.</li> <li>The Employer informs the Contractor of the format, time and venue of the above meetings</li> </ul>	Hold	Contractor
7	Contractors' management, supervision and key people	<ul style="list-style-type: none"> <li>The Contractor provides an organogram with full names and designations of personnel to be used for the service either with the tender (preferably) or within 1 (one) week of award of this contract. Additionally, the Contractor submits curriculum vitae with all details of the above personnel, including qualifications and a summary of work experience. The organogram also</li> </ul>	Hold	Contractor

		<p>identifies personnel wherever applicable e.g., during absence of site manager or supervisor.</p> <ul style="list-style-type: none"> <li>• The Contractor provides a site manager/contract manager/supervisor to manage all contract related matters. Such persons are preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the Employer.</li> <li>• The contractor's supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the Employer, to liaise and co-ordinate activities with various departments, including the Employer's personnel and others in order to fulfil all obligations. In the absence of the relevant site manager or supervisor, a replacement must be identified to take over the duties.</li> <li>• Additionally, the supervisor must be able to communicate satisfactorily in English and have adequate experience in lifting equipment. If at any time, it is found that the supervisor's abilities to either supervise the workers, practice good communication skills (verbally or written) or exercise competency is lacking, the Employer may give an instruction for the removal of such a person. The Employer may at any time, without terminating the contract, instruct the</li> </ul>		
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		<p>removal of any of the contractor's personnel from site if the Employer finds such a person is counter-productive, incompetent or negligent in fulfilling the required duties. Furthermore, such persons shall be prevented from having any further dealings with the contract and service. The Contractor shall replace such a person or persons within 2 (two) weeks, while preventing disruption of the provision of the service.</p>		
8	Documentation	<ul style="list-style-type: none"> <li>• It is the contractor's responsibility to draw up adequate work diaries, attendance registers, forms, templates and any other documentation in order to facilitate the service and provide information and / or proof to the Employer. However, where such documentation already exists or by the choice of the Employer, the Contractor shall utilise the Employer's format. Such forms shall bear the relevant signatures off all parties involved.</li> <li>• All documentation prepared to enable the provision of the service must be stored on-site and be properly filed for easy retrieval. These shall be available to any of the Employer's personnel or audit personnel upon request.</li> <li>• Contract related correspondences shall be formally written on the letterhead format of the organization and addressed to the relevant person. These may be emailed as an attachment or hand delivered. Each correspondence shall be referenced uniquely in the</li> </ul>	Hold	Contractor

		<p>following manner:</p> <ul style="list-style-type: none"> <li>• Employer to Contractor, EC, followed by a sub sequential three-digit number e.g., EC001</li> <li>• Contractor to Employer, CE, followed by a sub sequential three-digit number e.g., CE001.</li> <li>• All other documentation issued to the Contractor is duly checked for correctness, completed and returned to the Employer. Similarly, all correspondence sent via email, whenever this form of communication is agreed upon, also receives equal attention.</li> <li>• Eskom drawings and procedures which the Contractor requires are sourced by the Contractor from the Matla documentation centre, on-line, archived or other relevant source.</li> <li>• The Contractor is responsible for the collection of all PM's and CM's work orders from the work management department. After completion of the work, the Contractor completes all the relevant details on the work order satisfactorily and returns them to the same department / work management planner. Incomplete or illegible documents are rejected and are immediately corrected by the contractor.</li> </ul>		
9	Design and Supply of Equipment (spares)	The Employer provides replacement plant components and spares for servicing and repairs; however, the Contractor is responsible to inform the Employer of spares requirements (provides specifications and quantities for the Employer's stock holding requirements).	Hold	Contractor

		<p>The Contractor provides emergency replacement plant components and spares for servicing and repairs where the spares are not stock items as and when required. The Contractor supplies the Employer with a quotation, for acceptance, for emergency spares. Emergency spares will be purchased on a task order.</p> <p>Any spares, materials or services provided by the Contractor complies with the relevant quality, design and specification agreed by the Employer.</p>		
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## 1. Description of the service

**The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years.**

## 2. Specifications

As per the above description of the service

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		
<ol style="list-style-type: none"> <li>1. The <i>Contractor</i> must ensure that the works complies with the OHS Act 85 of 1993, with specific reference to section 10 as well as the construction regulations (GNR 1010 of 18 July 2003).</li> <li>2. The <i>Contractor</i> will provide all SABS Approved Personal Protective Equipment to its employee's as identified in the Risk Assessment</li> <li>3. The <i>Contractor</i> is responsible for procurement of PPE and equipment in accordance with the OHS act and site- specific requirements, including the use thereof as necessary.</li> <li>4. The <i>Contractor</i> shall provide and demonstrate to the <i>Employer</i> a suitable and sufficiently documented health and safety plan, based on the <i>Employer's</i> documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the work. The plans will be approved by the <i>Employer</i> and Matla Power Station Safety Officer.</li> <li>5. The <i>Contractor</i> shall ensure that all the documents required by Safety check list are in place within 14 days from date of contract awards. No Access will be granted to site if the required documents are not submitted.</li> <li>6. The <i>Contractors</i> employees will be required to abide by the Life Saving Rules on site.</li> </ol>		
<b>Environmental requirements</b>		
<b>Environmental Objective Criteria</b>		
<b>Category B: Contractors</b>		

All contractors performing work for or on behalf of Matla Power Station and that their activities might cause harm to the environment as per scope of work by environmental practitioner professional discretion. These contractors are required to submit minimum requirements of ISO14001:2015, which are:

Environmental Policy	Yes/No	Comments
Aspects and Impacts register associated with the scope of work		
Operational Controls		
Compliance obligations		
Completion of Environmental Contractors Assessment form		
Sign Contractors commitment and indemnity letter		
OR ISO14001 certified with valid certificate		

### 3. Constraints on how the *Contractor* Provides the Service

N/A

#### 3.1 Meetings

Meetings will be scheduled with the supplier during the execution of the contract

#### 3.2 Use of standard forms

NEC TSCS standard forms are applicable will be used during the execution of the contract

#### 3.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Ltd  
Reg. No. 2002/015527/30  
Accounts Payable  
Email to: [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

### 3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

### 3.6 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

EME Level certificate provided which will be maintained during the contract period.

Local content : 100%

### 3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

N/A

#### 4. Requirements for the plan

N/A

#### 5. Services and other things provided by the *Employer*

The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of (05) years.

#### 6. Property affected by the *service*

Give information about any property upon which the *service* is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.

## Task Order

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

Task Order No. [•] *service* .[•]

To: [•] ..... (Contractor)

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

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(for *Employer*)

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

R. \_\_\_\_\_

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

R. \_\_\_\_\_

Total of the Prices for this Task Order R. \_\_\_\_\_

The programme for the Task is

..... [ref] (attached)

Signed:

Date

(for *Contractor*)

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

Signed:

Date:

(for *Employer*)

## C3.1: *EMPLOYER'S SERVICE INFORMATION*

### Table of Contents

Part 3: Scope of Work	<b>Error! Bookmark not defined.</b>
C3.1: <i>Employer's service Information</i>	48
1 Description of the <i>service</i>	50
1.1 Executive Overview	50
1.2 <i>Employer's</i> requirements for the <i>service</i>	50
1.2.4 Technical Documentation The <i>Contractor</i> shall:	51
1.3 Interpretation and terminology	52
2 Management strategy and start up.	53
2.1 The <i>Contractor's</i> plan for the <i>service</i>	53
2.2 Management meetings	53
2.3 <i>Contractor's</i> management, and key people	54
2.4 Provision of bonds and guarantees	54
2.5 Documentation control	54
2.6 Invoicing and payment	54
2.7 Contract change management	55
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	55
2.9 Insurance provided by the <i>Employer</i>	55
2.10 Training workshops and technology transfer	55
2.11 Design and supply of Equipment	55
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	55
2.12.1 Equipment	55
2.12.2 Information and other things	55
2.13 Management of work done by Task Order	56
3 Health and safety, the environment and quality assurance	56
3.1 Health and safety risk management	56
3.2 Environmental constraints and management	59
3.3 Quality assurance requirements	60
4 Procurement	60
4.1 People	60
4.1.1 Minimum requirements of people employed	60
4.1.2 BBBEE and preferencing scheme	61
4.1.3 Procurement Requirements	61
4.2 Subcontracting	61
4.2.1 Preferred sub <i>Contrators</i>	61
4.3 Plant and Materials	62
4.3.1 Specifications	62
5 Working on the Affected Property	62
5.1 <i>Employer's</i> site entry and security control permits, and site regulations	62
5.2 People restrictions, hours of work, conduct and records	63
5.3 Health and safety facilities on the Affected Property	63
5.4 Environmental controls, fauna & flora	64
5.5 Cooperating with and obtaining acceptance of others	66
5.5.1 Interface with Others	66
5.5.2 Planning	66
5.5.3 Monthly progress report	66
5.5.4 Completion	66
5.5.5 Requirements for Completion	66
5.6 Records of <i>Contractor's</i> Equipment	67
5.6.1 Electrical & Instrumentation equipment and appliances	67
5.7 Equipment provided by the <i>Employer</i>	67
5.8 Site Services and facilities	67
5.8.1 Provided by the <i>Employer</i>	67



5.8.2	Provided by the <i>Contractor</i>	68
5.9	Control of noise, dust, water and waste	70
5.10	Hook ups to existing works	70
5.10.1	Constraints on how the <i>Contractor</i> provides the service	70
5.11	Tests and inspections	71
5.11.1	Description of tests and inspections	71
6	List of Drawings	71
6.1	Drawings issued by the <i>Employer</i>	71
7	Appendix A	71
7.1	The low service table	71
7.2	Annexure B – Risks register	72
8	Annexure C: Key Performance Indicators	<b>Error! Bookmark not defined.</b>
8.1	X20 - Key Performance Indicators (only a sample below)	<b>Error! Bookmark not defined.</b>

## 1 Description of the service

The purpose of this document is to detail the scope of work that is to be executed on the Matla Power Station Technical Support plant. The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years

### 1.1 Executive Overview

The Matla Power Station The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years.

The milling plant is subjected to very high abrasive wear and need to be maintained at regular intervals when the plant is taken out of service to allow work inside the mills and associated equipment as per the scope of work.

### 1.2 Employer's requirements for the service

#### 1.2.1 Planned and Breakdown Maintenance

Planned and breakdown maintenance will be done according to the plant maintenance model implemented on the SAP system.

#### 1.2.2 Works information

The goal or purpose of this Scope of Work contained and captured in detail in Appendix 1 (Works information) is to ensure that Matla Power Station meets its performance targets on mill performance by carrying out proper maintenance on the mills.

1.2.2.1.	Safety	All work is to be done in accordance with Matla plant procedures and safety regulations.(GGR 0992) Matla power station induction is to be completed before any work commences.
1.2.2.2.	Environmental Management. EMS file based on ISO14001 will be required.	All activities listed in the National Environmental Act 107 of 1998, EIA Regulation 982,983,984 & 985(2014), must have Authorisation before commencement of work. The contractor shall comply with all applicable legal and other requirements. The polluter pays principle will be applied. The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (OMOP 4090). The last payment will be processed based on the status of the last housekeeping check sheet (Annexure G: OMOP 4018) of designated area. EMS file based on ISO14001 will be required.
1.2.2.3.	Quality Management Quality Documents (QM 58 and OMOP 4497)	The contractor will be responsible for drawing up all QCP documentation and this must be approved by engineering before commencing with the work. All QCP's to be submitted prior to job commencement;

1.2.2.4.	A project plan must be submitted for evaluation and approval before any work is started.	The project plan must include a complete breakdown of the implementation plan.
1.2.2.5.	All work is to be carried out ONLY after daily proper risk assessments are conducted and the permit to work is in place. The limited access register also needs to be signed on a daily basis.	Matla plant procedures and safety regulations
1.2.2.6.	Daily progress feedback with the anticipated work plan for the following day needs to be provided.	Eskom is to be informed of this information each day.

### General

- All work undertaken must be done in accordance with workflow service and other things provided by the *Employer*.
- The *Contractor* will familiarize himself with the plant and the dangers/hazards of obstacles in the vicinity of lifting beams/equipment and all power-driven machinery that require load testing, as Eskom will not be liable for any occurrence that can lead to a compensation event.
- Permit to work or Limited access register & or Risk Assessment Form must be completed before each task.
- Application for Permit to work must be requested at least one day in advance especially on planned maintenance works or opportunities.
- The *Contractor* must provide proof of experience and qualifications of all personnel.
- The *Contractor* will report directly to the *Employer's* Section Supervisor.
- All Assessments must be signed off by both the *Contractor* and *Service Manager*.
- The *Service Manager* will verify that the work performed as per Assessment is in fact a true reflection of work performed. Support documentation will be required from the *Contractor*.
- The Site Manager, All Supervisors, 20 Artisans and safety officers (Attendance only) must have PSR, Risk Assessment and Arc Flash training within 6 months after contract has been awarded.
- PSR training will be financial covered by the *Employer* for the first training session only as well as re-authorization, thereafter it will be on *Contractor's* cost should *Contractor's* employees fail or allow authorization to expire.
- For additional training required due to turn over, the cost will be recovered from the *Contractor*.
- The response time during a call out will be one hour from the time the call is logged at Matla Power Station.
- All PPE to be provided by *Contractor* at own costs, for all weather types, must be SABS approved and comply to the Eskom standard.
- *Contractor* to supply own fire extinguishers at own cost
- Good housekeeping at all times. The *Contractor* must clean and remove all debris and or spares after completing a task.
- When entering the site after hours and if the person is without an Eskom identification card the entrance register must be filled in at the Main entrances gates.
- All services must be done according to the Eskom standards and procedures.
- All work to be done must be done under a permit to work.

### 1.2.4 Technical Documentation

#### **The Contractor shall:**

- Maintain records of abnormal conditions introduced in the plant on a temporary basis.
- Maintain comprehensive records of commissioning programs, procedures and results.
- Maintain comprehensive records of test results.
- Upgrade inadequate documentation and submit for approval.

- Perform investigations and conduct root cause analysis reports as per QIM eskom standard and submit for approval.

#### 1.2.5 Deficiencies and Modifications

- The *Contractor* must inform the *Employer* in writing of the deficiencies in their area of maintenance responsibility.
- The *Contractor* must inform the *Employer* about any factor known to them that may affect plant health performance.
- Advise the *Employer* on the planning for replacements or modifications of protection and measurement equipment.

#### 1.2.6 Housekeeping

The *Contractor* is responsible for housekeeping in the area of their responsibility and in the area where work has been executed. After completion of the works and clean up, the *Service Manager* shall be called to inspect the site and ensure that it is in a presentable state. The *Employer's* Environmental Section will do ad-hoc inspections on your work site.

#### 1.2.7 PPE.

PPE is to be provided by the *Contractor* as per Eskom Regulations

#### 1.2.8 Tools

The *Contractor* is expected to have its own specialised tools/equipment (Torquing machine, onsite machining services, rigging gear, impact tools etc) for maintenance, repair and performance of the Matla Power Station.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
COC	Certificate of Compliance
CPA	Cost Price Adjustment
CR	OHSa Construction Regulations
ECsa	Engineering Council of south Africa
ISO	International Organization for Standardization
LAR	Local Access Register
OEM	Original Equipment Manufacturer
OHSACT	Occupational Health and Safety Act 85 of 1993

ORHVS	High Voltage Regulations
PIR	Performance Improvement Report
PSIRA	Private Security Industry Regulatory Authority
PPE	Personal Protection Equipment
PM	Planned Maintenance
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QMS	Quality Management Systems
RP	Responsible Person
SACPCMP	South African Council for the Project and Construction Management Professions
SANS	South African National Standard
SAP	System Application Products
SASSETA	Safety And Security Sector Education and Training Authority
SAQCC	South African Qualification Certification Committee
SOW	Scope of Work
SAPS	South African Police Services

## 2 Management strategy and start up.

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

- To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.
- *Contractor* will do The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years
  - The check sheets must be approved by the *Employer*

### 2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time interval	Location	Attendance by:
Risk register and compensation events	TBC	TBA	TBC
Overall contract progress and feedback	Monthly	TBA	<i>Employer</i> and <i>Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

- Attendance of meetings as required by *Service Manager* such as:
  - Matla Power Station *Contractors* Safety Meeting (monthly)
  - Section daily meetings
  - Assessment meeting
  - Any meeting requested by the *Employer* or *Contractor*
  - Meeting Minutes must be kept
  - Attendance register to be signed by all and kept in *Employer's* File
  - All assessment meetings compulsory

## 2.3 Contractor's management, and key people

Personnel, qualifications and experience required for the fire detection system:

Key people-

- As per the scope of work

## 2.4 Provision of bonds and guarantees

- N/A

## 2.5 Documentation control

- Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- Writing is in the *language of this contract*.
- Monthly and weekly reports to be discussed compiled and handed in to the Eskom Supervisor and *Service Manager* (to be announced by the *Employer*).
- All communications must be printed and filed in the *Service Managers* file.

## 2.6 Invoicing and payment

The *Contractor* shall address the tax invoice to include on each invoice the following information:

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

- CPA calculation sheet and the Invoice for CPA (with the GL Account Number [430150] and the Cost Centre on the Invoice) to be send to the financial department as per Eskom Invoicing procedure/instruction
- Eskom invoicing and payment procedure/instruction to be followed

## 2.7 Contract change management

- In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Changing the Service Information.
- Access.
- Provision by the *Employer*.
- Stopping work.
- Work of the *Employer* or others.
- Reply to communication.
- Changing a decision.
- Withholding acceptance.
- Delayed tests or inspections.
- Change of affected property.
- Materials, facilities, etc. for tests.
- *Employer's* risks.
- Assumption about Compensation Events.
- *Employer's* breach of contract.

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

- N/A

## 2.9 Insurance provided by the *Employer*

- Refer to contract data section 8.

## 2.10 Training workshops and technology transfer

- All training required by Eskom will be on Eskom's account.

## 2.11 Design and supply of Equipment

- In the case for a modification, the Modification process must be followed by Eskom Technical and Engineering team before any modifications can be done on site.

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

### 2.12.1 Equipment

- All SOW related equipment such as remote controllers, chargers etc.

### 2.12.2 Information and other things

- All Reports/Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the *service*.
- All PM's to be signed off and handed back to the Eskom Section's Supervisor on a daily basis
- The *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.

## 2.13 Management of work done by Task Order

- A Task Order / Purchase order is the instruction to commence work.
- No work shall commence until Task Order is issued and has been finalised and accepted and signed by both the *Employer* and *Contractor*.
- Completion certificate to be issued after tasks is completed on the Task Order. Completion certificate must be submitted together with the Assessment.
- All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.

Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required

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

### 3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE Specification to this Service Information.

- All Eskom health and safety procedures and regulations to be adhered to by the *Contractor*
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

### SHEQ Policy

#### Eskom SHEQ Policy

Eskom has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

#### *Contractor* SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

### SHE PLAN REQUIREMENTS:-

- Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE Plan, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal *Contractor/Contractor* has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's SHEQ specifications and scope of work



- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All Eskom health and safety requirements to be adhered to.
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*.

## Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Matla Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726
- *Contractor* Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory
- Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- Eskom Vehicle Safety Specifications 32-345
- Matla *Contractor* SHEQ Specifications

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer's* Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT;

Issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to Matla's Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

### **First aid and fire fighting**

Adequate first aid and firefighting equipment to be provided by the *Employer*  
All *Contractor* personnel must have First aid and firefighting training

### **Fire Precautions**

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

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

The *Contractor* takes the necessary action to safe guard the area to prevent injury and the spreading of the fire.

### **Security, fire protection and safety**

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

### **Fire protection**

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works Sites" shall be applicable.

### **Safety and incident prevention**

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Matla SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Incident Management, Corrective & Preventive Action Procedure to be adhered to:-

### **Reporting of accidents**

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer within 24 Hours* of incidents and any damage to property or equipment

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

**Occupational Health and Safety Act 85 of 1993 – SECTION 37**

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

**The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:**

- Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the *Employer's* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify The *Employer's* Safety Officer of any changes thereto.

The *Employer* may, at any stage during the duration of this contract:

- Perform safety audits at the *Contractor's* premises, its work place and its employees;

refuse any employee, *Sub-Contractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;

- Issue the *Contractor* with an instruction to stop work should the *Employer*.

Become aware of any unsafe working procedure or condition or any non - compliance with The Act, Regulations and Procedures referred to in the Occupational Health and Safety Act of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no Amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or Time incurred in complying therewith, from the *Employer*.

**Safety Regulations of the *Employer***

The *Contractor* conforms to the Eskom Plant Safety Regulations

The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

**3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in the following:-

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure. Oil spillages must be contained and cleaned as per Oil Spill Management procedure. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV and the project must conform to Matla Power Station ISO14001 Standard with

reference to Matla Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9200.

### 3.3 Quality assurance requirements

The *Contractor* must conform to Quality Management System-ISO 9001:2015 requirements  
The *Contractor* will fully conform to the requirement of the Supplier Quality Requirement Specification (QM-58), standards, procedures, and Eskom policies  
All activities that need to have Quality control plans (QCP) must be in place which will be developed by the *Contractor*, must be approved by Eskom Engineer prior execution of work.  
The service provider might be subjected to audits. reviews and during the execution of work the client must perform inspections and spot- checks  
All documents that will be arising from this project must remain with the client  
Where applicable the service provider must conform to any statutory requirements  
All documented information as per category 2, to submitted prior work execution for purpose of evaluations  
Where the principal service provider will be sub-contracting, the principal service provider must provide the documented information on how to control the sub-*Contractor*.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- The *Contractor* is responsible for the contract and must make sure that there is always someone to work in the case where one or more employees of the *Contractor* leave site for any reason *Service Manager* must be notified immediately. The personnel must be replaced immediately with the same skill level, qualifications and experience's, otherwise no work no pay.
- All replacements of staff will be in the same discipline (e.g. Artisan for an Artisan with proof of qualifications).
- All relevant personnel names and titles must be specified to the *Service Manager*.
- The Site manager, all supervisors, artisans and safety officers (attendance only) must have PSR within 6 months after contract has been awarded.
- Only Trained and Skilled people that are qualified to perform work are allowed.
- All new staff to be appointed in writing.
- All new staff to do yearly induction training
- Non-Conformance/ Performance Improvement Report (PIR) will be issued to the Supplier if the *Contractor* fails to meet the deadlines.
- All work to be done must be done under a permit to work.
- All staff required to perform the activities within the works information.
- All work to be issued via the SAP Plant Maintenance system (Work's Order). And the work order must be submitted on a daily basis/ on completion of the work/activity.
- *Employers* Contract Supervisor will be delegated by the *Service Manager*.
- All relevant personnel names and titles must be specified to the *Service Manager*.
- All new staff to be approved by *Service Manager* before entering the site or commencing work.
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*.
- When changing personnel a new access to work form to be completed by the *Contractor*.
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with *Service Manager*.

#### 4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within Contract Data.

#### 4.1.3 Procurement Requirements

#### PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	90%
BBBEE Status	10%
Designated commodity (Yes/No)	No

### 4.2 Subcontracting

#### 4.2.1 Preferred subContractors

- SubContractor will only be allowed with a written permission from the Service Manager

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

- SubContractors to supply proof of qualifications and experience to the Service Manager.
- Qualifications to be in line with requirements of 4.1.1.
- Sub-contracting from BYO and SBE to be done monthly as at the end of each month by the 5th working day of the new month following the reporting month stating:
  - Reporting Month
  - Contract title and Contract number
  - Sub-Contractor Vendor Name
  - Activity / Bill item related to contribution
  - Payment Value for month – in ZAR
  - Sub-Contractor's Invoice number
  - Main Contractor's Payment Reference Number
  - Each page to be signed by the Contractor's Project Manager and a Financial Independent person of the Contractor's Company thereby declaring accurate reporting.

The Sub-Contractors invoices should reflect the Project, Site and Activity to the related service/s performed.

- Local Procurement progress reporting to be done on a monthly basis by the 5<sup>th</sup> of each month:
- Skills Development progress reporting to be done on quarterly basis.
- Employment progress statistics to be done on monthly basis
- CSI Requirement progress statistics to be done on Quarterly basis

#### **4.2.3 Limitations on subcontracting**

- N/A

#### **4.2.4 Attendance on subContractors**

- N/A

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

- Hold and witness points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Contractor* is responsible for the transportation of equipment and other material.
- The *Contractor* is not allowed to use any equipment, materials or spares for private usage or on other Eskom sites.
- Work and QC to be carried out according to all Eskom regulations and procedures.
- Check sheets to be updated, signed and handed in to the *Employer's* Supervisor.

#### **4.3.2 Correction of defects**

- All work to be done must be done under a permit to work in accordance with the Eskom Low Voltage Regulations as stipulated in the hand book on Plant Safety Regulations. This includes the barricading to cordon-off areas where the Contractor is working and safety signs indicating that men working overhead when doing maintenance and repairs to load / spreading beams.
- The Contractor will do corrective and planned maintenance. Some plants are trip risks and can only be worked on during outages or units shut downs.
- All defected spares to be replaced with the permission of the *Service Manager/ Employer's* Supervisor.
- All rework to be attended to within 24 hours and will be against the *Contractors* costs

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

- Purchasing of spares, equipment or materials will go through the Eskom procurement process.
- The *Contractor* will supply his own consumables.

#### **4.3.4 Tests and inspections before delivery**

- All spares removed and returned to Matla premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel.
- All spares before delivery should be tested and checked if they comply with SANS requirements by all parties.

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

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

- Lifesaving rules must be adhered at all times.

- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager*.
- Unauthorised access to Site is prohibited.
- The personnel are expected to be at their working site area at all times.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT and Regulations.
- All activities on plant must be preceded by a plant risk assessment – risk assessment as per Eskom standard, to be current at all times (live document).
- Each person to have Identification card at all times.

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

- Normal working hours is Eskom working hours:  
Monday to Thursday **07:00 - 16:15**  
Fridays **07:00 - 12:00**
- Other hours will be determined as per critical path activities during outages/breakdowns.
- Overtime on an as-and-when required basis, but must be approved by the *Service Manager*.
- Daily time sheet must be kept up to date of normal and overtime worked.
- Eskom *Contractors* time sheets to be used.
- Call outs might be required and will then on an as and when required basis depending on the plant Status (outages/breakdowns)
- The *Contractor* must be available for any plant breakdowns during after hours, week-ends and public holidays. The *Contractor* must be on site after 1 hour after a phone call is made.
- All overtime worked must comply with Eskom rest period requirements.
- All plant overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager* and Maintenance Manager.

## 5.3 Health and safety facilities on the Affected Property

- Proto-team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the *Contractor* and *Service Manager* must notified immediately
- Safety:-
  - 1) Induction must include the following: -
    - a) Housekeeping
    - b) PPE
    - c) Confined Spaces
    - d) NDT – Non NDT personnel – Safety Requirements
    - e) Equipment
    - f) Life Saving Rules
    - g) Other Arrangements –
      - # Hygiene
      - # Facilities as designated by the Employer
        - Toilets
      - # Facilities available on the boiler levels
        - Hazardous Substances

**First aid centre**

The *Contractor* provides a first aid service to his employees and *SubContractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities.

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

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

**Waste Management**

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

- Eskom periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where Eskom and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

**Types and colours of bins used on site:**

- White bin for domestic waste
- Red bin for hazardous waste e.g. Paint tins, Dirty oil, Spent chemicals, oily rags and contaminated ash or material
- Yellow bin for Asbestos
- Green bin for recyclable paper, scrap
- Black bin for production waste e.g. coal discard, Ash

**Hazardous Substances**

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

**Radiation protection**

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.



### **Handling of waste produced by the *Contractor***

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

### **Waste from the cleaning and maintenance of equipment**

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

### **Stockpiling of waste**

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

### **Hazardous waste**

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

### **Pest Control**

Only approved herbicides with a low environmental risk shall be used for pest control.

- Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

### **Water Conservation**

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report/fix leaking taps and pipes to save water.

- Use water sparingly.

Chemical substances shall not be disposed of in waste water or storm water drains.

### **Air Pollution**

Dust suppression measures must be in place to reduce airborne dust.

Noxious and offensive odours arising from work activities shall be adequately controlled.

### **Ground Pollution**

Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.

Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

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

### **5.5.1 Interface with Others**

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

### **5.5.2 Planning**

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

#### **MAN-POWER PLAN**

- During the Contract period the personnel is entitled to take leave, sick leave etc. Normal leave must be approved by the *Employers Agent* before leave is taken.  
If any situation or emergency arises during the absence of any of the *Contractors* personnel, the Consultant must provide a substitute with equally qualified and proof of qualification and CV must be handed to *Employers Agent*.

The Contractor shall be required to utilise trained and qualified personnel for the respective disciplines which he will utilise in the execution of the work scope.

The Contractor shall not employ labour in close proximity of the entrance gates of Matla Power station but shall be expected to use relevant agencies etc. for his labour requirements

### **5.5.3 Monthly progress report**

A progress report will be submitted to the *Service Manager* at the end of each Task.

### **5.5.4 Completion**

This section specifies what the *Contractor* has to do for Completion.

### **5.5.5 Requirements for Completion**

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

## 5.6 Records of *Contractor's* Equipment

- *Contractor's* equipment (cell phones with cameras, computers, cameras, etc.) to be declared and signed in at security.
- All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping.
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- All lost equipment and tools to be declared to the *Service Manager* and full details of incident.

### 5.6.1 Electrical & Instrumentation equipment and appliances

Any electrical/Instrumentation equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any electrical/instrumentation equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

## 5.7 Equipment provided by the *Employer*

- All plant spares will be provided by the *Employer*.
- As stipulated on the scope of work

## 5.8 Site Services and facilities

### 5.8.1 Provided by the *Employer*

- **Supply of electricity**

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions and lead lights. Failure to comply with the safety requirements may lead to immediate disconnection. Uninterrupted supply is not guaranteed and is not grounds for compensation events. The contractor makes arrangements, at his own expense, to maintain continuity and quality of power supply.

- **Water**

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

- **Accommodation of the *Contractor's* employees**

The *Contractor* makes his own arrangements for accommodation and meals.

- **Telecommunications**

The *Contractor* provides his own communication system and the cost thereof.

Should the *Contractor* wish to use radio communication equipment on Site, he/she will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

- **Security**

The contractor ensures the security of all completed sections of the works until possession of the whole of the site returns to the Employer

- **Lighting**

All temporary local lighting, in accordance with the requirements of the Factories Inspector, is provided by the *contractor* at his own expense. No local lighting is provided by the *Employer*.

- **Compressed air**

Compressed air is available for the works.

- **Facilities availability**

*Employer* will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

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

- *Contractor* to provide and ensure safe transportation services for all his *Contractors* and it must comply with 32-93 and 32-345 procedures.
- *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- All dect phones (portable), computers and printers accessories needed to be provided by the *Contractor*.
- The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- The *Contractor* to provide accommodation and meals for his/her employees and costs for this to be included in the contract price.
- All PPE to be provided by *Contractor* and must be SABS approved and according to Eskom standards
- Provide SABS approved Safety harnesses as per Eskom Safety Requirements.
- The *Contractor* will be responsible for the cost of all internet usage or telephone calls made to any cellular, Telkom or international number.
- *Contractor* to provide own cabins for office and work place with COC, Eskom to provide space.
- *Contractor* will provide a Method Statement to explain how the SOW will be executed and this must form part of the Tender returnables.
- Provide a full detailed Technical Method Statement with regard to scope of work on The maintenance and testing of Overhead cranes, hoist, beams crawls, and inspection of all lifting equipment at Matla Power Station for the period of five (05) years the following:-  
As stipulated on the scope of work

### **Personal Protective Equipment**

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required on Site.

### **Housekeeping**

The *Contractor's* equipment does not impair the operation of the plant or access to the plan

### Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractors'* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.

The *Contractor* applies with Matla Power Station Protective Services for the issuing of permits.

The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services, or can be faxed to (017) 612 >>>>.

The form contains the following information:

- Employee Name.
- Employee ID Number.
- Eskom Safety Co-ordinators signature.
- Eskom *Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

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

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the Protective Services. All *Contractors* will supply Protective Services with their vehicles registration numbers.

No recruiting of casual labour may be done on Eskom premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from the *Service Manager*, which may change depending on the prevailing security situation.

### Standby personnel

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

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

- a) All necessary and relevant PPE must be used at all time when entering or working on plant.
- b) Work Permit Risk Assessment forms must be completed before commencing with any task.
- c) All relevant procedures to be used at all times.
- d) All waste material shall be removed and disposed of in nearest appropriate bins and the immediate area around and where work has been carried out shall be cleaned
- e) The *Contractor* will have no title to any material being scrapped in the process of the execution of work.

## 5.10 Hook ups to existing works

### 5.10.1 Constraints on how the *Contractor* provides the service

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off Site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- c) The *Contractor* must submit Curriculum Vitae's of its qualified staff prior to work commencing on Site.
- d) The *Contractor* must submit certified copies of qualifications and/or certificates of its qualified staff prior to work commencing on Site.
- e) The *Contractor* will be responsible for the full payment of the legislative training costs for every employee at the *Contractor's* cost, in the event that the employee have to redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- f) The *Employer* reserves the right to terminate the contract, once 3 non-conformances/ PIR are raised against the *Contractor*: Incident Management, Corrective & Preventive Action Procedure to be adhered to:-
- g) The *Contractor* complies with all the site regulations given by the *Employer*
- h) All activities to be done under the OHS Act of 1993.
- i) Care must be taken to prevent damage to any surroundings such as the plant, roads and equipment in and around existing buildings.
- j) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- k) The *Contractor* and his employees may only smoke in the allowed/designated areas
- l) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.
- m) All known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- n) Eskom carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by Eskom.
- o) The *Employer* will provide Plant Safety Regulations training necessary for the *Contractor* in order to carry out the works.
- p) For additional training required due to turn over, the cost will be recovered from the *Contractor*.

### 5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

As per the scope of work

### 5.10.3 Training

- The *Employer* will provide any training deemed necessary by the *Service Manager* for the *Contractor* to perform the *service*. The *Contractor* shall be obliged to carry out the *service* for which the training was provided.

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

- Do inspections as per Scheduled statutory Work Order and report all defects to the Eskom Supervisor.

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

- As per arrangement with *Service Manager* and Eskom Supervisor

## 6 List of Drawings

### 6.1 Drawings issued by the *Employer*

All relevant electrical, mechanical and control and instrumentation drawings can be obtained from the *Service Manager* or Eskom Supervisor.

## 7 Appendix A

### 7.1 The low service table

X17 Low service damages			
DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	IMPACT FOR DAMAGES	PENALTIES TO BE IMPLEMENTED
Failing to comply with procedures stipulated on the PM	Check the plant area that was tested.	Non-compliance	Rework at <i>Contractor's</i> cost
Failing to report and attend defected areas on time	Production delays	Cost and Increased Mean Time To Repair	2 % of assessment value of the task order on monthly basis
Failure to coordinate and communicate programmes 3 times per shift during Breakdowns, Opportunities Maintenance, Services & Overhauls	Outage Slip	Cost and Mean Time To Repair	2 % of assessment value of the task order on monthly basis
Outage execution delays due to poor workmanship	Outage Slip	Cost and Mean Time To Repair	1.5 % of assessment value of the task order on monthly basis

Submission of the Data Books for Services and Overhauls	Records keeping	Non-compliance	1.5 % of assessment value of the task order on monthly basis
Failure to plan ahead for spares required for execution of mill on PTW for Overhaul and Service	A list of mill spares required will be shared and tracked weekly until return to service	Non-compliance	1.5 % of assessment value of the task order on monthly basis

## 7.2 Annexure B – Risks register

### Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Working at heights	Falling	Do risk assessment. Wear fall arrest, use step ladder and scaffolding platforms ( <i>Contractor</i> )
Cable trenches, Hot water, steam, dust and mud conditions	Fall, trip and slip	do risk assessment ( <i>Employer and Contractor</i> ) Wear correct PPE, ( <i>Contractor</i> )