



NEC3 Term Service Contract (TSC3)

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

and **[ITBC]**
(Reg No. _____)

for **Lethabo Power Station WA16 old extendable conveyor
head chute repair**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

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:

WA16 Old extendable Conveyor head Chute Repair at Lethabo Power Station.

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	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

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

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	_____	_____
	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station
	Tel	[•]
	Fax	N/A
	e-mail	[•]
11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	WA16 old extendable conveyor head unit
11.2(14)	The following matters will be included in	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

the Risk Register

11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	Once Off
4	Testing and defects	The Contractor provides all resources, supervision, equipment and documentation necessary to complete the repair, testing, commissioning and handover of the WA16 Conveyor Head Station, including all mechanical, electrical, instrumentation, control and associated equipment.
42.1	Notifying and correction of defects	The Contractor corrects a Defect whether or not the Service Manager notifies him of it.
42.2	Defects correction period is	Defect Correction Period is 52 weeks after the respective Task Order Completion Date
42.3	Access to site to correct defects	The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect
51.2	The period within which payments are made is	After completion of a task order
6	Compensation events	Refer to Clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	Refer to Clause 6 of the NEC3 TSC
8	Risks and insurance	Refer to Clause 8 of the NEC3 TSC
80.1	These are additional <i>Employer's</i> risks	no
9	Termination	Refer to Clause 9 of the NEC3 TSC
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Six (6) Months

11	Data for Option W1		
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	[To be known once the dispute arises]	
	Tel No.	[To be known once the dispute arises]	
	Fax No.	[To be known once the dispute arises]	
	e-mail	[To be known once the dispute arises]	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	Johannesburg, South Africa	
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation	The prices shall be fixed and firm for the first 12 months of the contract and thereafter Contract Price Adjustment (CPA) will apply as follows	
X1.1	The <i>base date</i> for indices is	[The base date is one month prior to the tender closing date.].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		[•]	non-
			Index prepared by

		adjustable																
		1.00																
X2	Changes in the law	No data is required for this Option																
X17	Low service damages	2% of the task order value per day up to the maximum 15% of the total task order value																
X17.1	The <i>service level table</i> is in	[•]																
	<table><tr><th>Activity / Requirement</th><th>Expectations</th><th>Low Performance Indicator</th><th>Penalty (% value of each Task Orders)</th></tr><tr><td>QCP Compilation</td><td>Quality Control Plan must be submitted prior to commencement of repair activities</td><td>Failure to submit the QCP or submission after the specified deadline</td><td>5%</td></tr><tr><td>NCR</td><td>Contractor shall not incur more than two Non-Conformance Reports related to service quality</td><td>Issuance of NCRs due to rework or deviation from approved procedures</td><td>5%</td></tr><tr><td>Rework</td><td>All work must be completed correctly on the first attempt, complying fully with specifications</td><td>Poor workmanship necessitating rework</td><td>5%</td></tr></table>		Activity / Requirement	Expectations	Low Performance Indicator	Penalty (% value of each Task Orders)	QCP Compilation	Quality Control Plan must be submitted prior to commencement of repair activities	Failure to submit the QCP or submission after the specified deadline	5%	NCR	Contractor shall not incur more than two Non-Conformance Reports related to service quality	Issuance of NCRs due to rework or deviation from approved procedures	5%	Rework	All work must be completed correctly on the first attempt, complying fully with specifications	Poor workmanship necessitating rework	5%
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X18	Limitation of liability																	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the prices of the Task Order																
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles																
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts																

		for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	30 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

- Insurance cover**
- 83
- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.

	The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</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

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

Business Interruption	
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability Not applicable

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos Not applicable

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	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.
Ambient Air	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.
Compliance Monitoring	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.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	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.
Standard	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.

SANAS means the South African National Accreditation System.

TWA 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*

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)³ 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	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data
including CVs) are in _____.

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____

Part 2: Pricing Data

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the Contractor's plan

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

Preparing the price list

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items 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 because of a compensation event.

Format of the price list

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

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

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

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

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

C2.2 the price list

Item	Description Item description	Unit of Measure	Quantity	Rate	Total Amount
PRELIMINARIES AND GENERAL					R
1	Site establishment	Sum	1	R	R
2	Safety file and safety management	Sum	1	R	R
3	Labour transportation, accommodation & subsistence	Sum	1	R	R
4	Site de-establishment	Sum	1	R	R
5	Medicals, Induction & PPE	Sum	1	R	R
6	Site Facilities & Craneage	Days	25	R	R
LABOUR					R
7	Project Manager x 1	Days	25	R	R
8	Site Engineer x 1	Days	25	R	R
9	Site Manager x 1	Days	25	R	R
10	Construction Manager x	Days	25	R	R
11	Quality Controller x 1	Days	25	R	R
12	Site Supervisor x 1	Days	25	R	R
13	Artisans x 3	Days	25	R	R
14	Semi-Skilled workers x 5	Days	25	R	R
OLD KOCK STRUCTURE W16 HEADSTATION					
15	Shot blast and re-paint the structure. Refer to Doc 240-75655504. The paint specification is : 240-75655504 Corrosion protection standard for new indoor and outdoor Eskom 11equipment, components, materials, and structures manufactured from steel Standard.1. ISO 3834 certificate Elementary minimum.2. WPS BS 156143. Welder Qualification BS4. QCP's See drawing: 22070_01	m2	90	R	R
16	Replace all deck plates- size 1940 x 1320 x 6 mm/alterative S355JR	No	4	R	R
17	Replace all handrails. See drawing	m	80	R	R
18	Shot blast sled and do thickness tests. (Replace sled if required)	No	1	R	R
19	Supply new tension cable. The cable is: ROPE, WIRE: DIAMETER: 20 MM; CONSTRUCTION: 6X36(14/7-7/7/1)F; MATERIAL: STL; STRENGTH: 1770-1850 MPA; REFERENCE NO: 6-36F	m	40	R	R
20	Supply Backstop. (FALK 1115 NRT).	No	1	R	R
DRIVE TRAIN					R
21	Manufacture 2 x Drive Bases complete with guards.	No	2	R	R
22	Supply 2 x Fluid drive couplings complete with MSZ flanges. (Voith 562TVVS)	No	2	R	R
23	Supply 2 x Gearboxes. (Hansen RLH 33 Ratio 23.170:1) Supply 2 x Gearbox hubs Supply 2 x Motor hubs Supply 2 x Shrink disks for hollow shaft gearboxes.	No	2	R	R

PULLEYS					R
24	Replace all pulleys as per drawing 0.63/26699.00. Under WA16	No	7	R	R
25	Drive type II pulley to be lagged with ceramic lagging, including A-Brand bearings SANS 1669-1- See drawing 55551_1 for more details.	No	1	R	R
26	Rest of the pulleys to be lagged with 10 mm plain rubber lagging. Pulley lagging procedure 240-69648467.	No	5	R	R
DISCHARGE CHUTE					R
27	Shot blast and re-paint the chute. The paint specification is : 240-75655504 Corrosion protection standard for new indoor and outdoor Eskom equipment, components, materials, and structures manufactured from steel Standard. Drawing 0.63/20133 0.63/20150.00 0.63/20151	m2	36.01	R	R
28	Re-tile with white subway tiles complete chute. Drawing 0.63/20157	m2	18.00	R	R
ELECTRICAL					R
29	Install new cable racks on the new moving head and secure all cables with steel ties.	No	10	R	R
MV CABLES ON NEW CABLE RACKS					R
30	Replace or re-route existing cable Shiftable Conveyor Drive Motor 1(00WC28D001).	m	30	R	R
31	Replace or re-route existing cable Shiftable Conveyor Drive Motor 2 (00WC28D001).	m	30	R	R
32	Replace or re-route existing cable from Switchgear to conveyor structure for 380V Ash Stacker Board 2(61GC001).	m	30	R	R
33	Provide a junction boxes and connect flexible cable to each motor.	No	4	R	R
MV CABLE SPECIFICATION					R
34	3.3kV XLPE, Single Steel Wire Armouring	No	200	R	R
35	General PVC sheathed	m	150	R	R
LV CABLE SPECIFICATION					R
36	Replace cables supplying the lights and fittings.	m	2.5	R	R
37	Replace or re-route existing cable for winch (00A16D005)	m	2.5	R	R
38	Replace or re-route existing cable for winch (00A28D005)	m	2.5	R	R
39	Replace or re-route existing cables for brake (00WC28D003/4).	m	2.5	R	R
WA16 MOTOR SPECIFICATION TO BE INSTALLED ON THE NEW MOVING HEAD					
40	WA16 Primary and Secondary Voltage: 3.3kV, Power: 265kW, Speed: 1485rpm, Frame: D355L, Mounting: B3, Insulation Class: F, Temperature Rise: B, Closure: IP66, Service Factor: S1.	No	2	R	R
41	Winch motor Voltage: 380V, Power: 12kW, Speed: 2900 rpm, Type: 2A6/100 Mounting: Flange, Insulation Class: F, Temperature Rise: B, Closure: IP55 Hoist Motor AS7.	No	2	R	R
C&I					R
42	Stacker 2 -Data Radio -Proxim - Tsunami Quickbridge 1000/1000L series	No	2	R	R

43	WC28 -ETR CT Systems -Head End Control Unit MK8/2 (Confirm voltage)	No	1	R	R
44	WC28 -ETR CT Systems -CTS Intelligent End Unit	No	1	R	R
45	WC28 -ETR CT Systems -CTS 1000 AVA (Confirm voltage)	No	1	R	R
46	WC28 -ETR CT Systems -CTS TK - Termination Kits (Set of two)	No	2	R	R
47	WC28 -ETR CT Systems -CTS PCC - Pull cable Carriers	No	150	R	R
48	Tension unit/load cell	No	1	R	R
49	Speed sensor -Proximity - Perperl Fuchs	No	1	R	R
50	Marshaling Junction box -Stainless	No	1	R	R
51	Trunck cable -UVG 16 ACV	No	50	R	R
52	WA16, ETR CT Systems, Head End Control Unit MK8/2 (Confirm voltage)	No	1	R	R
53	WA16, ETR CT Systems, CTS SRBL striking roller misalignment LEFT &Right (Setof 2) head and tail (Setof 2)	No	1	R	R
54	WA16, ETR CT Systems, CTS MRD mechanical rip detector head &tail	No	1	R	R
55	W16, ETR CT Systems, CTS 348 PSW/DC - Intelligent Conveyor Trip Switch	No	4	R	R
56	WA16, ETR CT Systems, CTS PC - Pull Cable	No	1000	R	R
57	WA16, ETR CT Systems, CTS PCC - Pull cable Carriers	No	150	R	R
58	WA16, ETR CT Systems, CTS TK - Termination Kits (Set of two)	No	2	R	R
59	WA16, ETR CT Systems, CTS Intelligent End Unit	No	1	R	R
60	WA16, ETR CT Systems, CTS 1000 AVA (Confirm voltage)	No	1	R	R
61	WA16, Blocked cute detector, Hawk type Gladiator G3 Microwave Switch	No	1	R	R
62	WA16, Tension unit/load cell, Load cell	No	1	R	R
63	WA16, Tension unit position laser, Laser (0.2 to 10M)- IFM - 01D100	No	1	R	R
64	WA16, Speed sensor, Proximity - Perperl Fuchs	No	1	R	R
65	WA16, Marshaling Junction box, Stainless	No	1	R	R
66	WA16, Trunck cable, UVG 16 ACV	No	50	R	R
INSPECTIONS AND TESTS					R
67	ITP/QCPs	Item	1	R	R
68	Commissioning	Item	1	R	R
OLD KOCK STRUCTURE W16 HEADSTATION					R
69	Replace all idler frames (33) together with idlers (99)	Sum	1	R	R
70	Manufacture missing portion of the take-up trolley. See Drawings: 0.63/20127 0.63/20128 0.63/20129	Sum	1	R	R
71	All bolts and nuts on structure to be replaced. The specification for the bolts on the structure is 4.6. The specification for the bolts that holds the plumber blocks is 8.8.	Sum	1	R	R
72	Manufacture new sheave arrangement for tension system. See Drawing: 0.63/20134	Sum	1	R	R
PULLEYS					R
73	Head Pulley c/w Primary & Secondary	Sum	1	R	R

	Scrapers				
74	All bearings to be installed with hydraulic nuts. Specification is in the SKF Catalogue	Sum	1	R	R
DISCHARGE CHUTE					R
75	Manufacture new Bonnet/Deflector plate complete with subway white ceramic tiling, including removal of existing tiles	Sum	1	R	R
76	Remove all damaged windows and repair where required. Drawing 0.63/20157	Sum	1	R	R
LV CABLE SPECIFICATION					R
77	ply and install new lights with supports as per original design.	No	1	R	R

TOTAL

Part 3: Scope of Work

Old KOCH structure

- Shot blast and re-paint the structure. Refer to Doc 240-75655504
- Replace all deck plates.
- Replace all idler frames together with idlers.
- Replace all handrails.
- Shot blast sled and do thickness tests. (Replace sled if required)
- Manufacture missing portion of the take-up trolley.
- All bolts and nuts on structure to be replaced.
- Supply new tension cable.
- Manufacture new sheave arrangement for tension system.
- Supply Backstop. (FALK 1115 NRT)

Drive Train

- Manufacture 2 x Drive Bases complete with guards.
- Supply 2 x Fluid drive couplings complete with MSZ flanges.
- Supply 2 x Gearboxes. (Hansen RLH 33 Ratio 23.170:1)
- Supply 2 x Gearbox hubs.
- Supply 2 x Motor hubs.
- Supply 2 x Shrink disks for hollow shaft gearboxes.

Pulleys

- Replace all pulleys as per drawing 0.63/ 26699.00
- Drive pulley to be lagged with ceramic lagging.
- Rest of the pulleys to be lagged with 10 mm plain rubber lagging.
- Pulleys to supplied complete with "A-Brand" bearings.
- All bearings to be installed with hydraulic nuts.

Discharge Chute

- Shot blast and re-paint the chute.
- Manufacture new Bonnet/Deflector plate complete with ceramic tiling.
- Remove all ceramic tiles and do window repair where required.
- Re-tile complete chute.

Electrical

Install new cable racks on the new moving head and secure all cables with steel ties.

MV cables on the new cable racks:

- Replace or re-route existing cable for Extendable Conveyor Drive Motor 1(00WA16D001)
- Replace or re-route existing cable Shiftable Conveyor Drive Motor 1(00WC28D001)
- Replace or re-route existing cable Shiftable Conveyor Drive Motor 2 (00WC28D001)
- Replace or re-route existing cable from Switchgear to conveyor structure for 380V Ash Stacker Board 2(61GC001)
- Provide a junction boxes and connect flexible cable to each motor

MV Cable Specification:

- 3.3kV XLPE, Single Steel Wire Armouring
- 3 core,70mm², Stranded Copper
- General PVC sheathed
- Length to be determine by contractor

Replace or re-route the following LV cables on the new cable rack:

- Replace cables supplying the lights and fittings.
- Replace or re-route existing cable for wrench (00A16D005)
- Replace or re-route existing cable for wrench (00A28D005)
- Replace or re-route existing cables for brake(00WC28D003/4)

LV Cable Specifications:

- 600/1000V
- General PVC sheathed & covered
- Single Wire Armoured
- 3-Core, 4 Core for lights
- stranded copper
- 16mm²
- Length to be determined by contractor

WA16 Motor Specification to be installed on the new moving head

– WA16 Primary and Secondary	– Voltage: 3.3kV, Power: 265kW, Speed: 1485rpm, Frame: D355L, Mounting: B3, Insulation Class: F, Temperature Rise: B, Closure: IP66, Service Factor: S1
– Winch motor	– Voltage: 380V, Power: 12kW, Speed: 2900 rpm, Type: 2A6/100 Mounting: Flange, Insulation Class: F, Temperature Rise: B, Closure: IP55 Hoist Motor AS7

C&I

Plant	Device	Type	Quantity
Stacker 2	Data Radio	Proxim - Tsunami Quickbridge 1000/1000L series	2
WC28	ETR CT Systems	Head End Control Unit MK8/2 (Confirm voltage)	1
		CTS Intelligent End Unit	1
		CTS 1000 AVA (Confirm voltage)	1
		CTS TK -Termination Kits (Set of two)	2
		CTS PCC - Pull cable Carriers	150
	Tension unit/load cell	Load cell	1
	Speed sensor	Proximity - Perperl Fuchs	1
	Marshaling Junction box	Stainless	1
	Trunck cable	UVG 16 ACV	50
WA16			
	ETR CT Systems	Head End Control Unit MK8/2 (Confirm voltage)	1
		CTS SRBL striking roller misalignment LEFT &Right (Setof 2) head and tail (Setof 2)	1
		CTS MRD mechanical rip detector head &tail	1

		CTS 348 PSW/DC - Intelligent Conveyor Trip Switch	4
		CTS PC - Pull Cable	1000
		CTS PCC - Pull cable Carriers	150
		CTS TK -Termination Kits (Set of two)	2
		CTS Intelligent End Unit	1
		CTS 1000 AVA (Confirm voltage)	1
	Blocked cute detector	Hawk type Gladiator G3 Microwave Switch	1
	Tension unit/load cell	Load cell	1
	Tension unit position laser	Laser (0.2 to 10M)- IFM -01D100	1
	Speed sensor	Proximity - Perperl Fuchs	1
	Marshaling Junction box	Stainless	1
	Trunck cable	UVG 16 ACV	50

Planning phase

1. A Level 3 schedule (schedule with defined activities) for the design scope clearly highlighting all activities involved, major milestones and provision.
2. Detailed Method Statement (including constructability analysis) for the execution of the works.
3. Risk Assessments.
4. Project specific safety file.
5. Project Quality Control Plan.

Scope

- The contractor shall assess the structural integrity and implement repairs to restore the Head Station to its original design capacity and functionality.
- Lethabo will be responsible for the final installation of the Head Station at its desired position.
- The contractor shall be responsible for final commissioning.

RECEIVABLES

- Eskom governance documents.
- Aerial image from Google maps.
- Drawings

DELIVERABLES

The *Contractor* provides the following document deliverables as part of the *works*.

Pre-Construction

1. Detailed method statements for the construction of the works (including Rigging Studies)
2. Inspection and Test Plans (ITP's) indicating all intervention points
3. Quality Control Plans (QCP's)
4. Construction Programme
5. Project Specific Safety File (updated)
6. Any temporary works required as part of construction signed by a professionally registered Structural Engineer/Technician
7. Detailed Risk Assessments (updated)

Post Construction/Installation

1. QA returnable (Monthly)

Governance

As a minimum, the *Contractor* is expected to comply with the Eskom Engineering Governance documents

2. TIME FRAME & schedule

The *Contractor* will have a period of one week, from the date of approval of the contract, or notice to proceed with the works. The *Contractor* may propose their own schedule to Eskom for consideration and approval.

other requirements of the contractor's design

Temporary Works

- i. The *Contractor* designs all temporary works necessary to execute the *works* in accordance with the applicable codes and standards as stated in this document and as required by good engineering practices
- ii. The *Contractor's* appointed ECSA professionally registered engineer/technologist:
 - Reviews and approves (by signature) the designs and drawings of all temporary works and additional supports and method statements produced by the *Contractor*; and
 - Supervises, inspects and approves the works as per such.
- iii. All temporary works designs, where existing infrastructure is impacted by the works, are submitted to the *Project Manager* for review and acceptance, to prove that the existing infrastructure can withstand the induced load. The *Contractor* therefore submits all design calculations, in a design report, which includes, but is not limited to, all inspection reports, survey data, design analysis models, assumptions, drawings/sketches, etc
- iv. The *Contractor* takes full professional accountability and liability for all temporary items required for the execution of the works.
- v. The *Contractor* designs, procures, manufactures and constructs all temporary works required for the execution of the works. The *Contractor* dismantles/demolishes temporary works when such works are no longer required.
- vi. The *Contractor* takes note that review and acceptance of any document/ drawing/ design calculations by the *Project Manager* in no way relieves the *Contractor* of his liability for the works. The *Contractor* remains liable for all *works* conducted as per this technical specification.

Plant and Material Supply

- i. The *Contractor* provides all tools and equipment for the handling of material and the proper execution of the *works*.
- ii. The *Contractor* takes reasonable care to ensure that equipment used does not cause damage to any existing infrastructure. If such damages do occur to the surrounding infrastructure, the *Contractor* is responsible for repairing such damages and is liable for all costs associated with the repairs.
- iii. The *Contractor* is to supply, deliver, offload and temporarily store (as may be required) all materials needed to carry out the *works*.

Storage Facilities

- i. The *Contractor* is to make his own arrangements with regard to storage facilities and laydown areas that are required to complete the works. All laydown areas on *Site* are as per agreement with the *Project Manager*.
- ii. All storage facilities (Plant, Material and Equipment) will be within the boundaries of the *Site* in order not to affect the operations of *Others*.

Methods Statement

- i. This Method Statement clearly illustrates how the *Contractor* accounts for the risks of this project and is tailored to address the specified project objectives and requirements.
- ii. The Method Statement includes, as a minimum and where applicable, the following:
 - Constraints identified and considered by the *Contractor*.
 - Interfacing with Others; the Contractor illustrates an understanding of the work that is to be completed by Others and accommodates for the completion of such work in his methodology.
 - Design tools and systems that the *Contractor* plans to use.
 - Installation methodology, rigging study and sequence of construction taking into consideration access restrictions and safety requirements.
 - Detailed risk assessment which lists risks specific to the works and is accompanied with associated proposed mitigations.
 - List and description of plant and machinery required to carry out the civil and structural components of the works.
 - Inspection and quality control plan.
 - A clear description of the responsibilities of the Contractor's personnel involved with the works, including (where applicable) his Project Manager, Site Quality Manager, Site Engineer, Health and Safety Manager, Technical Office Manager, Production Manager, Supervisor, Environmental Officer, Fabricator, Erection Engineer, Shop detailer, Transporter and other personnel required for the civil and structural works.
 - Construction sequencing considerations, which consider any constraints.
 - Health, safety and quality control for the activity.
 - All plant, equipment and machinery required to complete activity.
 - Manufacturer's literature/ Technical Data Sheets for all materials used including product description, composition, material and performance properties, installation and application procedures, use limitations and recommendations.
 - Plan for confining, collecting and disposing of waste materials because of removal operations, where applicable.
 - Works required to safeguard existing infrastructure and services.

Constructability Analysis

- i. The *Contractor* uses the *Employer's* standard: 240-107981296, Constructability Assessment Guideline to perform the constructability analysis.
- ii. The *Contractor* has a structured process in place for constructability analysis, for the optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve the *Employer's* objectives.
- iii. Qualified people with adequate skills in construction knowledge and experience are involved from the beginning of the project, to maximize the benefits of the constructability analysis. This process includes examining design options, where applicable, that minimize construction costs while maintaining standards of safety, security, quality, cost and schedule, and is initiated in the front-end planning process. The *Contractor* considers various phases of the project and demolition activities, where applicable, that includes manpower plans, organization, construction equipment usage, material storage and handling and preparation of construction facilities.
- iv. The *Contractor* submits a Constructability Analysis Report, based on the Method Statement, to the *Project Manager* for review and acceptance. The report is to clearly indicate how the *Contractor* takes into account interfaces with other *Contractors* where applicable, together with the Site and time constraints. This report clearly illustrates how the construction would be completed within the allowable timeframes and highlights the risks of meeting this requirement. The *Contractor* is required to plan his activities to avoid the following interface risks and any other risks relevant to the works:
 - Interface issues arising from working in close proximity to Others.
 - Access to Site.
 - Material storage.
 - Delivery.
 - Other Works related risks.
- v. This report clearly illustrates the construction sequencing and durations for the completion of the works within the contract period. The *Contractor* submits a risk assessment as part of the Work Method Statement, which is informed by the Constructability Analysis Report that advises on a proposed approach and methodology to mitigate risks described above and any other risks, which may impede successful execution of the works.

Handover

Apart from any statutory data packages required, the *Contractor* also submits a data package of the relevant drawings, test certificates etc. to the *Project Manager* for acceptance. These include, but are not limited to:

- Approved ITP's, QCP's
- Method statements and specifications adhered to
- Risk assessments
- Approved drawings
- Inspection reports
- Notifications

- Modifications
- All statutory test results and certificates
- Technical Queries, Engineering Responses and communications with *Project Manager/Employer*
- Non-conformance reports
- Transport notifications
- Welding procedure and required test results
- Calculations for any temporary works that may be required for the safe execution of the works
- Material certificates and datasheets
- As-built data and drawings of the completed works upon handover. As-built drawings are submitted in PDF and native CAD formats.

Document reference	Title	No of pages
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	Total number of pages	

STACKER CRAWLER REPAIR**C3.1: Employer's service Information****Contents**

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1. Description of the service

1.1 Executive overview

Old KOCH structure supply and install

- Shot blast and re-paint the structure. Refer to Doc 240-75655504
- Replace all deck plates.
- Replace all idler frames together with idlers.
- Replace all handrails.
- Shot blast sled and do thickness tests. (Replace sled if required)
- Manufacture missing portion of the take-up trolley.
- All bolts and nuts on structure to be replaced.
- Supply and install new tension cable.
- Manufacture new sheave arrangement for tension system.
- Supply Backstop. (FALK 1115 NRT)

Drive Train supply and install

- Manufacture 2 x Drive Bases complete with guards.
- Supply 2 x Fluid drive couplings complete with MSZ flanges.
- Supply 2 x Gearboxes. (Hansen RLH 33 Ratio 23.170:1)
- Supply 2 x Gearbox hubs.
- Supply 2 x Motor hubs.
- Supply 2 x Shrink disks for hollow shaft gearboxes.

Pulleys replace and install

- Replace all pulleys as per drawing 0.63/ 26699.00
- Drive pulley to be lagged with ceramic lagging.
- Rest of the pulleys to be lagged with 10 mm plain rubber lagging.
- Pulleys to supplied complete with "A-Brand" bearings.
- All bearings to be installed with hydraulic nuts.

Discharge Chute supply and install

- Shot blast and re-paint the chute.
- Manufacture new Bonnet/Deflector plate complete with ceramic tiling.
- Remove all ceramic tiles and do window repair where required.
- Re-tile complete chute.

Electrical

Install new cable racks on the new moving head and secure all cables with steel ties.

MV cables on the new cable racks:

- Replace or re-route existing cable for Extendable Conveyor Drive Motor 1(00WA16D001)
- Replace or re-route existing cable Shiftable Conveyor Drive Motor 1(00WC28D001)
- Replace or re-route existing cable Shiftable Conveyor Drive Motor 2 (00WC28D001)
- Replace or re-route existing cable from Switchgear to conveyor structure for 380V Ash Stacker Board 2(61GC001)
- Provide a junction boxes and connect flexible cable to each motor

MV Cable Specification:

- 3.3kV XLPE,Single Steel Wire Armouring
- 3 core,70mm²,Stranded Copper
- General PVC sheathed
- Length to be determine by contractor

Replace or re-route the following LV cables on the new cable rack:

- Replace cables supplying the lights and fittings.
- Replace or re-route existing cable for wrench (00A16D005)
- Replace or re-route existing cable for wrench (00A28D005)
- Replace or re-route existing cables for brake(00WC28D003/4)

LV Cable Specifications:

- 600/1000V
- General PVC sheathed & covered
- Single Wire Armoured
- 3-Core, 4 Core for lights
- stranded copper
- 16mm²
- Length to be determined by contractor

WA16 Motor Specification to be installed on the new moving head

– WA16 Primary and Secondary	– Voltage: 3.3kV, Power: 265kW, Speed: 1485rpm, Frame: D355L, Mounting: B3, Insulation Class: F, Temperature Rise: B, Closure: IP66, Service Factor: S1
– Winch motor	– Voltage: 380V, Power: 12kW, Speed: 2900 rpm, Type: 2A6/100 Mounting: Flange, Insulation Class: F, Temperature Rise: B, Closure: IP55 Hoist Motor AS7

C&I

Plant	Device	Type	Quantity
Stacker 2	Data Radio	Proxim - Tsunami Quickbridge 1000/1000L series	2
WC28	ETR CT Systems	Head End Control Unit MK8/2 (Confirm voltage)	1
		CTS Intelligent End Unit	1
		CTS 1000 AVA (Confirm voltage)	1
		CTS TK -Termination Kits (Set of two)	2
		CTS PCC - Pull cable Carriers	150
	Tension unit/load cell	Load cell	1
	Speed sensor	Proximity - Perperl Fuchs	1
	Marshaling Junction box	Stainless	1
	Trunck cable	UVG 16 ACV	50
WA16			
	ETR CT Systems	Head End Control Unit MK8/2 (Confirm voltage)	1
		CTS SRBL striking roller misalignment LEFT &Right (Setof 2) head and tail (Setof 2)	1
		CTS MRD mechanical rip detector head &tail	1
		CTS 348 PSW/DC - Intelligent Conveyor Trip Switch	4
		CTS PC - Pull Cable	1000
		CTS PCC - Pull cable Carriers	150
		CTS TK -Termination Kits (Set of two)	2
		CTS Intelligent End Unit	1
		CTS 1000 AVA (Confirm voltage)	1
	Blocked cute detector	Hawk type Gladiator G3 Microwave Switch	1

	Tension unit/load cell	Load cell	1
	Tension unit position laser	Laser (0.2 to 10M)- IFM -01D100	1
	Speed sensor	Proximity - Perperl Fuchs	1
	Marshaling Junction box	Stainless	1
	Trunk cable	UVG 16 ACV	50

1.2 Employer's requirements for the service

Roles and Responsibilities

Roles and responsibilities shall be as per the Employer's Design Review Procedure.

Contractor

The Contractor ensures the following:

- Execute the defined scope according to contractual agreements.
- The proposed materials and tools used for the works satisfies the Employer's requirements.
- Conduct the relevant quality inspections, tests and assessments.
- Provide the required supervision for the works.
- All relevant Eskom design standards, procedures and guidelines must be adhered to.
- Submits all deliverables as indicated in the technical specification.
- Abide by Eskom's Life Saving Rules and Lethabo's Power Stations rules.

Eskom Engineering

Eskom Engineering role of architect engineer is to:

- Review and accept the Contractor's method statement, safe work procedures, QCP and ITP.
- Be present for all applicable points of the ITP/QCP.
- Provide Engineering support for the certificate of compliance.
- Review all submissions made by the Contractor.

1.1 DATA BOOKS:

Data book must include as a minimum:

- Completed check sheets.
- Inspection reports as listed in Scope of Work.
- Photos.

The Contractor to ensure after completion of each task, housekeeping is done and removal of waste to designated area.

Operational Documents

- i. The *Contractor* submits as a minimum the following documents, as required by the *Project Manager* during the execution of the works:
- Updated QCP register as per sample template
 - Inspection notifications accompanied by their inspection report
 - Non-conformance and Defects registers and reports
 - Updated site and off-site inspection schedules
 - Inspection and/or FAT/SAT dates
 - Inspections, completed and outstanding
 - Inspections and test reports
 - Weekly and monthly contract quality progress report
 - Data books in accordance with data books specification

1.2 All test certificates if applicable.

- The *works* are to be completed in accordance with the specifications in all respects and ready for take-over by the *Employer's* Representative except for the following work which may be done after the Completion Date, the dates stated which are to be shown on the *Contractor's* programme.

Quality Assurance Management

- The Contractor is required to submit either option 1 of Product / Service Scoping on ISO 9001 certificate is defined and relevant OR the Licence/ Certificate/ Permit that demonstrate the required Product/ Service is highly specialized or proprietary, and the company has the capability to deliver or option 2 of a comprehensive Quality Method Statement or Operational Execution Plan specifically aligned to the WA16 Head Station repair scope. This must detail quality controls during dismantling, inspection, reassembly, alignment, and testing phases.
- Documented information for the control of non-conforming outputs must be provided, including processes for detecting, isolating, rectifying, and preventing recurrence of defective services or materials (e.g., incorrect bearing installation, shaft misalignment), and procedures for handling customer complaints or dissatisfaction.
- The Contractor must submit documented procedures for evaluating and ensuring personnel competency, including proof of qualifications, training records, and trade certifications relevant to mechanical fitting, shaft alignment, welding, or vibration testing.
- Where subcontractors or external suppliers are involved (e.g., for pulley refurbishment or gearbox supply), documented control measures for externally provided processes, products, or services must be submitted. This includes supplier evaluation criteria, interface controls, and quality checks.

- Verifiable evidence of completed customer satisfaction surveys from similar mechanical repair or refurbishment projects must be provided. Templates will not be accepted; actual completed records are required for evaluation.
- A Contract-Specific Quality Plan, developed in accordance with ISO 10005, must be submitted and must address the WA16 Head Station scope, including defined quality objectives, roles and responsibilities, inspection points, and document control mechanisms.
- A Product/Service Risk Register must be submitted, identifying all foreseeable risks associated with executing the scope (e.g., equipment failure during testing, shaft misalignment, unavailability of OEM parts, weather-related access issues, or delays due to hot work permit approvals). For each risk, mitigating actions, responsible persons, and contingency strategies must be detailed.
- The Contractor is required to submit all documentation in line with Category 2 quality requirements, as this project will be evaluated and scored accordingly under this classification. All deliverables must be complete, traceable, and auditable.
- By signing and accepting Form A, the Contractor confirms their acknowledgment of, and commitment to, comply with Eskom's governance framework and all quality and risk management obligations pertaining to the Ash Conveyor WA16 Head Station Repairs scope of work.

1.3 Quality Control

- The *Contractor* who executes a maintenance activity is responsible for the quality of their work. Formal quality control shall be applied as appropriate to all level 1 and 2 plants and to all critical activities on level 3 plants. The quality inspection plan must contain the minimum quality control requirements. Internal quality inspection plans must be numbered according to LMT00001.

Quality Management Documents Requirements

- i. The Contractor conforms to the quality management requirements as per ISO 9001: 2015 and ISO 10005:2018 the Employer's Supplier Contract Quality Requirements Specification document (240-105658000).
 - ii. The Contractor submits documentation as stipulated in 240-105658000, which is:
 - Documents to be submitted during tender stage.
 - Documents to be submitted 30 days of Contract Date.
 - Documents to be submitted during execution of the contract.
- Documents to be submitted on Completion of the contract

1.4 Quality inspection plans

- Quality inspection plans define the sequence of activities to be performed. The QIP must indicate all associated hold and witness points as well as the person responsible for these activities. All controlling documentation must be indicated as well as the documentation required.
- The *Contractor* drafts and submits to the *Project Manager*, 20 days prior to the commencement of any works, the requisite Inspection and Test Plan (ITP) or Quality Control Plan (QCP) as per sample template 240-109253302 for acceptance. The ITP/QCP shows each activity from the Works Information.
- The *Project Manager* inserts intervention points based on the risk profile of the equipment.
- The interventions points include all witness, hold, verification, surveillances and review points required by the *Project Manager*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance (NC).
- The intervention requirements take into consideration the criticality of the Plant and Materials.
- Where intervention points have been by-passed without prior written waiver from the *Project Manager*, the activity is repeated at the *Contractor's* cost to allow for execution of the intervention and a non-conformance is issued.

Contract Quality Plan

- i. The *Contractor* submits to the *Project Manager* within 30 days of Contract Date and prior to the commencement of works, a Contract Quality Plan (CQP) detailing the *Contractor's* organisation, quality assurance and quality control procedures specific to this project, for review and acceptance. The CQP aligns with and references ISO 10005:2018 QMS, guidelines for quality plans and complies with the guidelines contained in QM58 and the QP sample template 240-109253698.
 - ii. The CQP refers to the *Contractor's* QMS documents to be used in this contract as follows:
 - The *Contractor's* QMS compliance with the requirements of ISO 9001.
 - *Contractor's* quality manual.
 - *Contractor's* quality procedures.
 - *Contractor's* quality forms and work instructions.
 - *Contractor's* quality system documents referenced in this Works Information.
- *Employer's* Works Information, drawings, specifications, standards and codes, etc

1.5 Lethabo Quality Control Inspectors

Quality control inspections will be conducted on behalf of Eskom by a quality inspector from Maintenance Support Services Section. The quality inspector must be authorised by the Power Station Maintenance Manager in terms of LMA10002. The inspections will be carried out to provide an assessment of conformance to specification and quality requirements. These

- Inspections do not take any responsibility away from the supervisor or artisan performing the work.
- The quality inspector's responsibilities include the following:
- Reviewing maintenance procedures and work instructions and indicating witness and hold points.
- Verifying that specified quality requirements have been achieved by inspecting work in progress and indicating acceptance on the quality control plan.
- Ensuring that quality control plans conform to the requirements of Lethabo Power Station and that these quality control plans are completed for all parts replaced or plant commissioned, overhauled. The quality control plan must be made available by the *Employer's Representative* prior to commencement of work for review.
- Ensuring that acceptable maintenance practice and all relevant codes, standards and statutory requirements are adhered to.
- The quality inspector has the authority to stop work where an inadequacy threatens the safety of plant or personnel. It is the responsibility of the person performing the activity to inform the quality inspector prior to reaching a witness or hold point. In the case of a major outage the quality inspector must be informed at least one day in advance.

Quality Control and Assurance

- The Contractor shall produce and submit a quality control plan (QCP) for approval before work is started.
- The QCP shall comply with Employer's LBQ35005 (QCP requirements).
- The QCP shall indicate relevant hold and witness points to be agreed upon by the Employer.

Inspections and Tests

- i. All Plant and Materials are comprehensively tested in accordance with the agreed ITP/QCPs prior to delivery.
- ii. The *Employer* reserves the right to appoint Others to inspect all or parts of the works during manufacturing, installation and commissioning and/or to be present at any of the tests specified. The witnessing of tests by the *Supervisor* or Others, and if the *Supervisor* chooses to waive the witnessing of any tests, does not relieve the *Contractor* of his responsibilities.
- iii. The *Contractor* carries out tests required by the *Employer* during manufacturing, installation and commissioning to prove compliance with the specification independent of any other tests that may have been carried out at the *Contractor's* premises.
- iv. The *Supervisor* inspects parts of the Plant at his discretion during manufacturing stages and before shipment, this will be indicated in the ITP/QCP. The following are the *Contractor's* responsibilities regarding inspections and tests:
 - The *Contractor* is responsible for the inspection of all the works performed and the *Supervisor* only verifies that the work is conducted as per the Works Information.
 - The *Contractor* conducts all inspections in accordance with the accepted ITP/QCP.

- The *Contractor* provides suitably qualified personnel to conduct on-and-off site inspections.
- The *Contractor* ensures that all works are inspected and approved before the *Supervisor* is invited for verification.
- The *Contractor* provides a minimum of 5 working days' notice for local off-site inspections, 48 hours for local on-site inspection, and 21 working days' notice for foreign inspections. The notice contains copies of the *Contractor's* inspection reports.

Safety, Health, and Environment (SHE) Requirements

- The Contractor shall comply with Employer's Health, Safety and Environmental Specification for Contractors (LBA 00067).
- The Contractor shall submit the SHE files that shall be audited and approved by the Employer before works commence.
- For all SHE files requirements, the Contractor shall refer to annexure F of LBA 00067.
-
- The Contractor shall provide a safety record to Safety Risk Management for the past two years.
-
- The Contractor shall submit a sample of an activity-based risk assessment with the tender returnable.
- The Contractor shall compile and submit the environmental management plan (EMP) before the works commence.
- The EMP shall be approved by the Employer.

4. Specifications

			Applicable
DOCUMENT NO.	REV.	TITLE	YES/No
PS053	1	Intellectual Property	N
LBA 00030	2	Safety with which <i>Contractors</i> are to conform at Lethabo Power Station	Y
LBA 00040	0	Lethabo Environmental Procedure	Y
LBA 00049	0	Procedure for Commissioning of New/Modified Plant	N
LBA 00054	1	Hazardous waste storage and removal procedure	Y
LBA00060		Change Management Procedure	N
LBA 00067	0	Health, Safety and Environmental Specification for <i>Contractors</i>	Y
LBA 00085	1	Master Permit to Work for declared major outages	Y
LBA 00108	0	<i>Contractor's</i> site administration	Y
LBA00121		OHS Act Auth & Appointments	Y
LBA00135	0	Control & Prevention of asbestos exposure at Lethabo	N
LBA00155		SHEQ Risk Assessments	Y
LBA00172		The use and control of solvents and degreasers	Y
LBA00180		Lethabo Hot Work Permit	Y
LBQ24003		Purchasing-Procurement	Y
LBQ25006		Managing Contract Quality	Y
LBQ35005		Compiling & Implementing Quality Control Plans	Y
LBT 00015	0	New or Modifications to Electrical Plant Requirements	N
LBT 00017	0	Limited Access Register Procedure	Y
GGR0992		Plant Safety Regulations for Lethabo Power Station	Y
36 – 698		Quality Requirements For Engineering And Construction Works In Gx	Y
39-29		Framework for developing SHE spec's for construction that is specific	Y

Constraints on how the *Contractor* Provides the Works

4.1 Use of standard forms

The *Contractor* shall use the following standard form and all the forms shall be requested from the *Employer* when needed:

- DCC 333 - *Employer's* Assessment
- DCC 367 – Event Register
- DCC 368 – Completion Certificate
- DCC 370 – Access Certificate
- DCC 371 – Notification of Defect
- LFM 1007 – Quality Control for *Contractor*

4.2 Invoicing and payment

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 Price for Work Done to Date which the *Contractor* has completed.
- 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.
- The original copy of an invoice shall be sent to the *Employer's* accounts payable section (APS).

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he/she has completed.

4.4 Records of Defined Cost

- 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(5) and 63.2].
- The *Contractor* shall keep all the original invoice and these invoices shall be supplied to the *Employer* shall the need arise.

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

- Refer to conditions of tendering.

4.6 BBBEE and preferencing scheme

- Refer to conditions of tendering.

4.7 Others

N/A

5. Requirements for the programme & Planning

- The Employer will provide an outage programme to the Contractor for planning and implementation purposes, but it must be noted that the dates provided are subjected to change at any time.
- The Contractor shall submit a program, compiled in Microsoft Project or Primavera, which will provide details of the list of activities and the duration of each activity.
- A list of activities and duration of each shall be made available after an instruction to commence work is supplied to the Contractor by the Employer's Representative.
- All activities and requirements for interfaces between the Contractor and Employer shall be listed in the program. The program will be updated weekly and will be used to manage all installation activities. The Contractor is to provide a detailed report, within twenty-one (21) days, on any completed project work.

Procurement strategy

2.1 Task Order process (Option A2 only)

- The *Employers'* Representative, or his delegate, issues a unique Task Order for General Service and overhaul of Turbine High Pressure & High Temperature and General valves on unit 1-6 during opportunity maintenance and as and when required over a period of 3 years.

2.2 Intentions of the *Employer* before Completion

- The *Employer* reserves the right to carry out any checks, on quantities and categories of the personnel supplied per Task Order.
- The *Employer* reserves the right to carry out any checks, or conduct any physical inspections or tests, on the service provided.

2.3 Particulars to be included on the *Supplier's* Tax Invoice

- The *Employers'* Contract number
- The *Employers'* Task Order number
- The *Suppliers'* VAT number
- Duration and description of the Task for which the services were rendered
- Quantities and categories of expenses per Task Order

3 Material provided by the *Employer* for the services.

- The Supplier is responsible for time keeping of the personnel on Site and supplies the original to the *Employer* on completion of the Task Order.
- The Supplier is responsible for keeping record of the quantities of Equipment and consumables on Site and supplies the original to the *Employer* on completion of the Task Order.
- Any material provided by the *Employer* is restricted to copying as required for the purpose of providing the Services.

4 Access provided by the *Employer* to a person, service, facility place or thing, including restrictions if any

4.1 Services and equipment supplied by the *Employer*

- Under no circumstances is the *Supplier* or his employees allowed to connect up to any piped services or electrical supply without the permission of the *Employer*.

4.1.1 Supply of Electricity

- 220V, 30A and 380V, 60A power supplies are available. All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* must comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.
- No guarantees of power supply quality are given, and power supply breaks of some duration may occur without warning, and it shall not be grounds for additional time or compensation.

4.1.2 Water

- The *Employer* makes available free of charge, potable water as required for the purpose of this Contract.

4.1.3 Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the *Supplier* that is incurred from damage caused to underground services, structures, etc., because of the *Supplier* not using the prescribed routes.

4.1.4 First Aid Centre

- Incidents and accidents must be reported and to the *Employer* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Lethabo medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.
- Any incident or accident is at the *Supplier's* cost if reasonable skill and care has not been taken by the *Supplier*.

4.1.5 Telecommunications

- The *Supplier* arranges with the *Employer* for the use of telecommunication services.

4.2 Plant & Materials

- **The *Employer* may at his own discretion supply any Plant and or Materials as required by the *Supplier* to Provide the Services.**

4.3 Services Provided by the *Supplier*

4.3.1 Electrical Equipment / Appliances, Lighting and Power

- Any electrical equipment or appliances supplied to Site must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Supplier's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

4.3.2 Security

- The *Supplier* is responsible for security of all personnel tools and equipment on Site. This includes fencing off, night watch and access control if required.
- All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.

4.3.3 Accommodation and transportation of Employees

- The *Supplier* is responsible for the provision of accommodation or meals for all personnel on Site. The cost thereof to be included in his Price.
- The *Supplier* is responsible for the provision of transportation for all personnel to Site, from Site and on Site. The cost thereof to be included in his Price.

4.3.4 Offices, Workshops and Stores

- The *Supplier* provides, erect, and maintain for his own use, **any additional office accommodation and stores he requires** for and Equipment Hire, together with drainage, lighting, heating, and hot and cold-water services as required.
- The *Supplier* is also responsible for all security and access arrangements that he considers necessary for any additional office accommodation and stores he requires
- The *Supplier* provides at his own cost, all connection fittings, pipework, temporary plumbing, and pumps necessary to lead the water from the point of supply to the various points where it is required, maintain same and remove on *completion*. Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipework is prevented.

4.3.5 Sanitary Facilities

- The *Employer* makes available to personnel, the reasonable use of sanitary facilities on Site.
- The *Supplier* provides service, maintain, and remove on *completion* any additional facilities that are required.

C4 Site Information

4.4.1 Health, Safety and Environmental Requirements

Requirements of OSHACT no.5 of 1993 must be always adhered to during the site installation work. Waste material should be disposed off using the Lethabo waste procedure. Construction and regulation requirements must be always adhered to. The installation contractor SHE coordinator must compile a SHE files that will be audited by Safety Risk Management before site work commences. Prior to commencement of site installation work, the contractor

- The *Supplier* and his subcontractors always ensure compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

Occupational Health and Safety Act (Act of 1993-Section 37)

- The *Supplier* shall comply with:
 - a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
 - b) All Eskom Safety and Operating Procedures listed.
 - c) Lethabo site procedure LBA 00055 Rev 2.
- The *Supplier* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Supplier* 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 *Supplier* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:
- Eskom may, at any stage during the currency of this agreement, be entitled to:
 - a) do safety audits at the *Supplier's* premises, its workplaces and on its employees.
 - b) refuse any employee, sub-contractor, or agent of the *Supplier* 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 qualified in terms of the Act.
 - c) issue the *Supplier* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedure or conditions or any non-compliance with the Act, Regulations and Procedures referred to in the above by the *Supplier* or any of its employees, sub-contractors, or agents.
- No extension of time will be allowed because of any action taken by Eskom in terms of the above and the *Supplier* shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Supplier* to claim any additional costs incurred in complying therewith from Eskom.

Safety 4.4.4 Local Safety Procedures

The *Supplier* adheres to all local procedures. A list of local procedures is available from the *Employer* on request.

4.4.5 Incidents / Accidents

- Incidents and accidents must be reported and to the *Employer* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Lethabo medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.

4.4.6 Fire Prevention

- Fire prevention and protection requirements to which Contractors must comply, are detailed in LBA 00030.

4.4.7 Protective Equipment and Clothing

- The *Supplier* supplies his own personal protective equipment to personnel with logos on as necessary.
- The *Supplier* is also responsible to inspect and maintain such equipment as required in terms of the OHSACT and local procedures.

4.4.8 Inspection of Equipment

- The *Supplier's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment and any certificates that are required.

14. Requirements for the program

- The *Contractor* shall submit a program, compiled in Microsoft Project or similar program, which will provide details of the list of activities and the duration of each activity.
- A list of activities and duration of each shall be made available after an instruction to commence work is supplied to the *Contractor* by the *Employer's Representative*.
- All activities and requirements for interfaces between the *Contractor* and *Employer* shall be listed in the program.
- The program shall be updated weekly and will be used to manage all installation activities.
- **The *Contractor* submits a bar chart program one week after award of the contract showing the following:**
 - **The early start and early completion date of each activity.**
 - **The late start and late completion of each activity.**
 - **Planned completion.**
 - **The order and planning of operations which the *Contractor* plans to do in order to provide the works.**
 - **The *Contractor* prepares and submits an update, seven days after the start date, showing actual progress and the effect upon the remainder of the activities to be completed.**

14.1 Use of standard forms

The *Contractor* shall use the following standard form and all the forms shall be requested from the *Employer* when needed:

- DCC 333 - *Employer's Assessment*
- DCC 367 – Event Register
- DCC 368 – Completion Certificate
- DCC 370 – Access Certificate
- DCC 371 – Notification of Defect
- LFM 1007 – Quality Control for *Contractor*

14.2 Invoicing and payment

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 Price for Work Done to Date which the *Contractor* has completed.

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.

The original copy of an invoice shall be sent to the *Employer's* accounts payable section (APS).

14.3 Records of Defined Cost

- 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(5) and 63.2].
- The *Contractor* shall keep all the original invoice and these invoices shall be supplied to the *Employer* shall the need arise.

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

- Refer to conditions of tendering.

16. BBBEE and preferencing scheme

- Refer to conditions of tendering.

17. Others

- The *Contractor* shall use one-way traffic method during construction.
 - The 2-way radios and stop & go signs or robots shall be used.
 - All road construction signs shall be in place.
 - The work shall be conducted only during the day.
 - No work shall be conducted during the rainy day, the attached weather forecast shall be used as base for planning.
 - Regular auditing of the *Contractor's* SHE file and works by the *Employer* shall be conducted. Failure to comply shall result in work stoppage subsequently termination of contract.
 - The *Contractor* shall provide the competent construction supervisor as per construction regulations.
 - This supervisor shall have a minimum of a Civil Engineering National Diploma and a minimum three-year roads experience.
- The *Contractor* shall have the Snr. Civil Engineer with a four-year degree and a minimum of three years roads experience. This Engineer shall inspect the works at least once a week and he/she shall be available to hold the meetings with the *Employer* if the need arises.

18. Standard Specifications

DOCUMENT No.	REV.	TITLE	ATTACHED
LBA 00030	2	Safety with which contractors are to conform at Lethabo Power Station	Y
LBA 00040	0	Lethabo Environmental Procedure	Y
LBA 00049	0	Procedure for Commissioning of New/Modified Plant	Y
LBA 00054	1	Hazardous waste storage and removal procedure	N
LBA 00067	0	Health, Safety and Environmental Specification for Contractors	Y
LBA 00085	1	Master Permit to Work for declared major outages	Y

LBA 00108	0	Contractor's site administration	N
LBT 00015	0	New or Modifications to Electrical Plant Requirements	N
LBT 00017	0	Limited Access Register Procedure	N
GGR0992		Plant Safety Regulations for Lethabo Power Station	N
LBA0060		Change Management Procedure	N
ESKASAAU7	0	Quality Requirements for the Procurement of Assets, Goods and Services	N
LBA00135	0	Control & Prevention of asbestos exposure at Lethabo	N
PS053	1	Intellectual Property	N
LBA00172		The use and control of solvents and degreasers	N

19. NEMA Clauses

National Environmental Management Act (Act No.107 of 1998)

In carrying out his obligation as the mandatory to the Employer for this contract in terms of the National Environmental Management Act No. 107 of 1998, the Supplier ensures that he complies with the Act when Providing the Services or using plant, materials, or equipment.

19.1 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom OPR 3305.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time,
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

19.2 Safety Induction Course

- All the employees of the *Contractor* must attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged.

19.3 IBI Awareness Techniques

- "To prevent incidents and ensure continuous improvement of Lethabo Power Stations business performance in all areas affecting safety, reliability and production, it is expected of all CONTRACTORS service personnel, to attend a three(3) hour training session on Integrated Business Improvement Awareness, which has to be done as soon as work has commenced; This is to ensure familiarisation and use of error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self checks(STAR principle), Job observations, Effective communications e.g.3- way, Questioning attitude, Procedural adherence, Hand overs and other related topics.

- A monthly IBI scorecard to be completed indicating the use of error prevention tools/ techniques; The assigned employee fulfilling the role of IBI representative must attend the IBI representative's forum fortnightly, on Tuesdays, duration one hour.
- An IBI representative appointed by the Contractor/Supplier/Consultant to attend the IBI Representative Forum One (1) hour every Tuesday (fortnightly).
- IBI Awareness training will be provided by Lethabo Power Station personnel, free of charge, course bookings can be arranged by contacting Rabie Heymans on extension 5094".

19.4 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the Vehicle/s.
- The above must apply to onsite and off-site transportation of passengers.

19.5 Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants, and contractors.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, And/or insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

19.6 Local Safety Procedures

- The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*

19.7 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.

- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.

19.8 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

19.9 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment to personnel as necessary to carry out the works and the Contractor shall ensure that all overalls for his staff have clearly identifying company Logo's. Cost to be stipulated in the Price List – health and Safety Cost.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHSACT and local procedures.

19.10 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorized Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code, or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment, then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training of operators must comply with the Works Information and statutory requirements.

19.11 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHSACT.
- Copies of all site accident report forms as required by the OHSACT.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.

20. Environmental Policy and Waste Handling

Lethabo Environmental Policy LBPS010 must be adhered to.

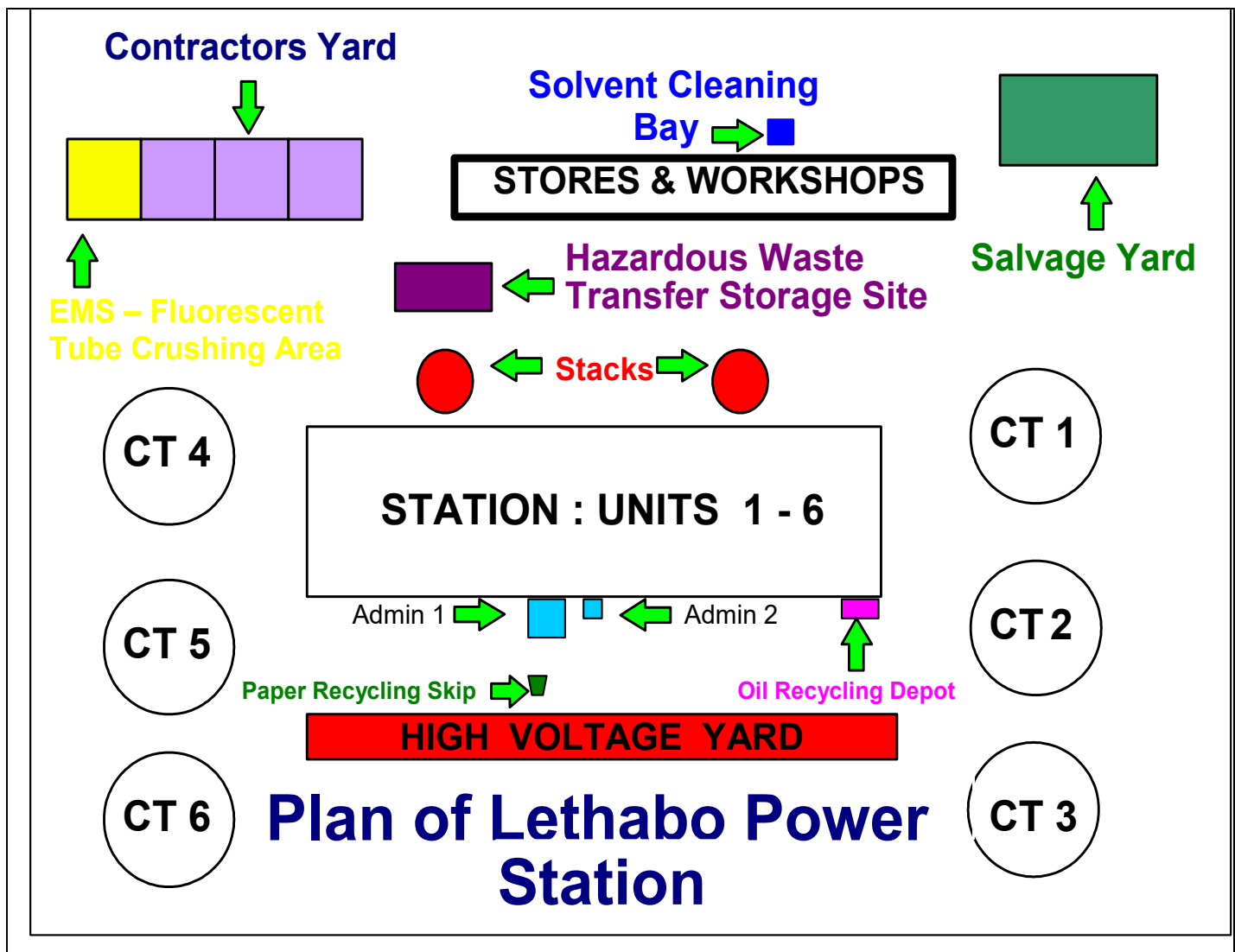
20.1 Disposal of Waste

Waste shall be removed promptly to the designated deposit areas. No stockpiling will be permitted.

- Domestic waste to the white waste bins
- Production waste in the marked bins i.e., coal and ash only
- Paper and cans to their respective recycling bins
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, Equipment etc. to be placed in the marked bins in the new Salvage Yard. Solvents and cloths used to the Cleaning Bay.

Accommodation of Employees

- The *Contractor* is responsible for the provision of accommodation or meals of his own personnel, and the cost thereof to be included in his *Price*.
- The *Contractor* is responsible for the provision of transportation for all Personnel to site, from site and on Site.



20.2 Access

- The *Employer* provides access to the *Suppliers'* personnel and equipment.
- If the *Employer* can not provide access, then the *Supplier* makes his own assessment of, and allows in his rates for those access problems due to confined and restricted areas, existing structures and equipment, etc., which may be encountered.

- No extra payment or claim of any kind will be allowed on account of difficulties of access for the requirements of working adjacent to or in the same area as other *Suppliers* operations.

20.3 Access to and Departure from the Site

- The *Supplier* allows in his price and program for delays at the security gate.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises.
- This includes briefcases and toolboxes.

20.4 Equipment or Material Access and Removal

- The *Supplier* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.
- If the equipment or material is to be removed the same day then the OV18 form will need to be produced at the gate when leaving the site.
- If the equipment or material is removed after this time then a Non Returnable Gate Release needs to be obtained from the *Employer*.
- The *Supplier* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists

20.5 Access for and Interface with other Contractors

- The *Employer* provides access for, and interface with, other *Suppliers* to the *Suppliers'* personnel and equipment
- If the *Employer* cannot provide access and interface, then the *Supplier* makes his own assessment of the problems and difficulties which may be encountered
- No extra payment or claim of any kind will be allowed on account of providing reasonable access to, and interfacing with others.

20.6 Materials delivered to the *Employer* by the *Supplier* as part of Providing the Services.

- Before access is given to the Site, the *Supplier* is to provide a list of all equipment as supplied by the *Supplier*.

20.7 Restrictions on the use of materials provided by the *Supplier*.

- Any Material provided by the *Supplier* is restricted to use and copying as required for of this Contract only.

20.8 Form of the programme and procedure for submitting and revising it

- The *Supplier* is to provide the *Employer* on completion of the Task Order a report in the form of a database or manually.

20.9 Drawings

- The *Employer* supply to the *Supplier* on request, any drawings that may be required to provide the Services.

list of *Employer's* drawings drawings issued by the *employer*

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

Table 1: List of drawings issued by Eskom

Drawing Number	Revision	Title
0.63/20127	00	DISPOSITION TENSION CAR
0.63/20128	02	TENSION CAR
0.63/20129	00	TENSION CAR CHASSIS
0.63/20133	00	CONVEYOR 00-WC-17 HEAD CHUTE
0.63/20134	00	CONVEYOR 00-WC-17 SHEAVE ARRANGEMENT
0.63/20229	00	DISPOSITION DRIVE UNIT 00-WC-27
0.63/26699	00	CONVEYOR EQUIPMENT & PULLEY SCHEDULE
0.63/55551_1	00	LETHABO POWER STATION IN PIT ASH DUMP STACKING SYSTEM PULLEYS
0.63/55551_2	00	LETHABO POWER STATION IN PIT ASH DUMP STACKING SYSTEM PULLEYS SHAFT DETAILS
0.63/20130	00	ASH HANDLING PLANT TENSION CAR PARTS DETAILS

20.10 Site Information

The Site is at Lethabo Power Station situated $\pm$ 18 km South of Vereeniging on the Viljoensdrif - Deneysville Road, Free State. Access to the site will be via the main security gate only. The *Employer* informs the *Supplier* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.