



NEC3 Term Service Contract (TSC3)

A contract between	Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)	
and		
for	Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.	
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Documentation prepared by:		

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

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:

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling).

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(In words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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*.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

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**

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

Name &
signature of
witness

Date

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg,
2199

(Insert name and address of organisation)

Name &
signature
of witness

Date

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C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low Performance and service damages
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	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.	011 800 8000
10.1	The <i>Service Manager</i> is (name):	
	Address	Lethabo Power Station Deneysville Road Viljoensdrift
	Tel	
	e-mail	
11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling).

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

11.2(14)	The following matters will be included in the Risk Register	Delay in response to call outs. Non-Compliance to all statutory and legal requirements Poor quality of work by the service provider
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Three (3) days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	Three (3) years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After completion of a task order
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates

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Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Loss or damage to the Affected Property 2. Non-Compliance to all statutory and legal requirements 3. Poor quality of work by the service provider
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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	Two (2) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	will be advised upon dispute
W1.2(3)	The <i>Adjudicator nominating body</i> .	will be advised upon dispute
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	South Africa
	The person or organisation who will choose an arbitrator.	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option	

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clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is		A month prior closing date of the enquiry	
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			75%	Labour
			10%	Transport
			15%	non-adjustable (fixed)
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X17	Low service damages		Delay damages to the value of 2% of the price of the task order per working day up to a maximum of 15% of the total value of the task order	
X17.1	The <i>service level table</i> is in		Table below	
				Expectation
	5% of Task Order	Schedule Compliance - 2.5%	Data collection results	≤ 48 hours
			Callouts	≤ 1 hours
		Reporting Standard - 2.5 %	Routine Monitoring / Tests	Monthly
				Penalty per Task Order
			1.5%	
			1.5%	
			2%	
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within		One (1) day of receiving the Task Order	
Z	The <i>additional conditions of contract</i> are		Z1 to Z14 always apply.	

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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

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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.

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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 <i>Contractor</i> 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 <i>Contractor</i> , 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 influence the actions of an Affected Party unlawfully or illegally,
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	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

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Action Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during 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	<u>Loss of or damage to property</u> The replacement cost

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(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	<p><u>Bodily injury to or death of a person</u></p> <p>The amount required by the applicable law.</p>
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 Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

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- 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

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 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, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e., 10-minute TWA.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

- 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 affected 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.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

C1.2b 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 in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

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

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

Qualifications:

Experience:

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period for Lethabo Power Station.

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>	2

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

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 <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

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.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

C2.2 The price list

Item nr	Description	Unit	Expected Quantity	Rate	Price
	PF Sampling, PA & SA Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling				
1.	Air Heater leakage test				
1.1	Air Heater leakage test	No	36		
1.2	Report	No	6		
2.	Pulverised fuel sampling				
2.1	Pf Sampling	No	36		
2.2	Pf Sampling Report	No	6		
3.	Ash				
3.1	Normal Weekly-Monday to Thursday	No	36		
3.2	Weekends-Friday to Sunday including Holiday	No	36		
4.	Coal Sampling				
4.1	Raw coal sampling	No	216		
5.	ESP Efficient Test				
5.1	Efficient Test	No	3		
6	Preliminaries and General				
6.1	Safety File	No	3		
6.2	Exit and Entry Medical	No	3		
6.3	PPE	No	3		
6.4	Travelling	Km	15 000		
	The total of the Prices (Excluding Vat)				

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	23
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

C3.1: EMPLOYER'S SERVICE INFORMATION

No.	Contents	Page
1.	Description of the service	25
2.	Management strategy and start up	30
3.	Health and safety, the environment and quality assurance	34
4.	Procurement	39
5.	Working on the Affected Property	41
6.	List of drawings	47
7.	Supplier Development Localization & Industrilization	47

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

1. Description of the service

1.1. Executive overview

This contract is for the following services **Performance and Testing Service (PF Sampling, PA & SA Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) at Lethabo Power station.**

The test should be conducted for each of the operating units at Lethabo Power Station. PA & SA Heater leakage testing should be conducted every six months or twice a year. Ash will be sampled daily, and coal will be sample on an ad hoc basis's Efficiency Test should be conducted every GO and PF sampling should be conducted post mill service.

Lethabo Power station is a coal fired power plant with six units, with each installed unit having a separate boiler. Six tube mills are installed on each unit i.e. A, B, C, D, E, F.

PULVERISED FUEL SAMPLING

Pulverised fuel sampling is conducted to optimise the combustion of the PF in the boiler and to determine the performance of the mills, by measuring the PF finess. PF leaves the mills classifier in one pipe on the NDE classifies and the DE Classifier. Each classifier pipe later splits into 3 pipes that supply the boiler with PF totalling six pipes per mill. Sampling points are installed on each of the 6 pipes from each mill.

PF Sampling is conducted in accordance with the ISO 9931:1991(em), Coal-sampling of pulverized coal standards and Pulverized Fuel Sampling Collection and Size Grading Standard (240-76440331).

PA & SA HEATER LEAKGAE TEST

Lethabo Power Station uses the regenerative air heaters. These air heaters ensure that heat is recovered from the waste exhaust flue gases thus improving the boiler efficiency. The air heater performance test and air in leakage test are conducted to determine the following:

- To identify abnormal changes in air heater leakage or efficiency and determine the cause for degradation in the performance.
- To determine leakage across ducting.
- To provide information to allow for the proper accounting of the contribution that air ingress in the air heater contributes to deterioration to unit heat rate.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

1.2. Employer's requirements for the service

Routine plant performance tests are required for determining the health of the power plant components and systems for purposes of troubleshooting and optimizing plant performance.

The service provider is required to conduct routine test as per the prescribed standard i.e., 1019004 -Routine Performance and Testing Guidelines and 10190705-Routine Performance and Testing Guidelines volume 2 and other British Standards and the ASME Performance Test Codes.

The Test Guidelines were developed to permit reliable testing of power plant components producing repeatable results. They are designed to produce results that may be used for trending, analysing, troubleshooting and optimizing the performance of individual pieces of power plant or equipment.

1.2.1. Air Heater leakage test requirements

The contractor should take measurements at the following areas: economiser outlet (common inlet for both PA and SA), SA outlet, PA Outlet on both sides on the boiler. The length of the probe used should be divided into equal segments.

1.2.2. Pulverised fuel sampling

The contractor should conduct isokinetic sampling of PF on the coal pipes between the mills and the coal burners. PF sample collection for fineness fractions .PF Sampling should be conducted in accordance with the ASME Performance Test Code PTC 4.1 and the pulverised fuel sample collection and size grading standard -240-76440331.

Test location	Measurement/samples	Resources	Equipment	No of ports
PF pipes	PF Sample	2	1X Sampler	
	PF Sample Pipe static pressure		2X Sieve shaker	
	PF Pipe velocity pressure		2X Weigh Scale	
	PF Temperature		2X Thermocouple	
	PF Velocity		2X Temperature Readers	
	PF Flow rate		2X PF Splitters	
			2X 300-micron sieves	
			2X 150-micron sieves	
			2X 106 micron sieves	
			2X 75-micron	

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

			sieves	
Raw coal sampling from feeders.	Raw coal from coal feeders ²	2	Five-kilogram bucket 15-meter-long rope Sampling bags Cable ties Name tag/sticker	N/A
Raw coal flow determination	Measure flow rate of the raw coal on the feeder.		2X fishing rod 2X Stopwatch Bag or containers for storing the collected sample.	N/A

1.2.3. Ash sampling

The contractor will be responsible for monitoring the cegrit sampler daily, ensuring that it functions optimally. All defects on the system should be reported and attend to immediately. The contractor is also responsible for coarse ash collection. Coarse ash is collected the SSC at zero-meter level at each Unit. The contractor is also responsible for ensuring that the samples are submitted to the label timeously every day. The contractor must ensure that the sign the relevant paperwork when submitting these documents and should collected empty bottles from the lab.

Test location	Equipment	Sampling port
Matrix 41ml	Sampling bottles and a means of labelling.	Matrix LHS and RHS
0ml SSC conveyor	Sampling bottle and a means of labelling.	SSC conveyor

1.2.4. Coal sampling

The contractor is responsible for collecting coal samples on an adhoc basis. The coal samples are collecting from the feeders @ U1, U2, U3, U5, U6. U4 coal samples should be collected at the conveyor belt 24 hours before the required or stipulated test period. The Coal should be collected into heavy duty, moisture preserving bags and should be clearly labelled and sent to the lab.

Test point	Equipment	Sampling port
16ml coal feeders / 0ml T7 conveyors	20kg bucket, heavy duty moisture preserving bags, cable ties and a means of labelling.	Sampling port of coal feeders /T7 conveyors.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

1.2.5. ESP

Lethabo power station uses electrostatic precipitators (ESPs) to clean the boiler waste gases. The efficiency of the ESPs is enhanced by the implementation of SO₃ flue gas conditioning. Isokinetic sampling should be done simultaneously at the four measuring sites.

Test Point	Equipment	Measurements taken
ESP LH inlet outer and inner ducts sequentially.	Probe with isokinetic dust sampling. Gas sampler.	Volume flow, flue gas temperature, moisture flue gas, inlet dust burden.
ESP RH inlet inner and outer ducts sequentially.	Probe with isokinetic dust sampling. Gas sampler.	Volume flow, flue gas temperature, moisture flue gas, inlet dust burden.
ESP LH Outlet Outer and inner ducts sequentially.	Probe with isokinetic dust sampling. Gas sampler.	Volume flow, flue gas temperature, moisture flue gas, inlet dust burden.
ESP RH Outlet inner and outer ducts sequentially.	Probe with isokinetic dust sampling. Gas sampler.	Volume flow, flue gas temperature, moisture flue gas, inlet dust burden.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ASTM	American Standard test method
CPP	Condensate Polishing Plant
CM	Condition Monitoring
FRF	Fire Resistant Fluid
EFP	Electric Feed Pump
FD	Forced Draft
ID	Induced Draft
ICP	Inductively Coupled Plasma Spectrometric Method
LAN	Local Area Network
LH	Left-hand
RH	Right-hand
ODS	Operating deflection shape

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

PA	Primary Air
SSC	Submersible Scraper Conveyor
SOW	Scope of Work
ISO	International Standard Organisation
Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

2. Management strategy and start up.

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

The following tests are conducted every 6 months on all operating units at Lethabo Power Station: SAH and PAH leakage test. Ash sampling is conducted daily on all running units. PF sampling must be conducted after every mill outage (Mill service). Coal sampling and ESP efficiency are conducted on an adhoc basis.

The contractor must submit a plan indicating the dates when testing activities are intended to be conducted and any special requirements should be highlighted in the plan.

2.2. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Test plan, Risk register, testing requirements	Atleast two weeks before test commences and the day before the test commences	Performance and Testing offices	Employer, contractor
Discussions of results	A week after testing has been complete	Performance and Testing offices	Employer, contractor

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

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

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

Before work starts on site, an inaugural meeting is held with the Contractor and the Employer, to explain in detail all requirements of the Site Regulations including working hours' access to site.

- The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Employer and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Employer.
- The Contractor must ensure that all personnel performing work on the plant/site are authorised, this includes but not limited to; Confine space locations, Working at heights, Heat stress areas, Hazardous substances.

(The Contractor must provide and display on site office the organogram showing people and their lines of authority - communication)

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

2.4 Performance of bonds and guarantees.

N/A

2.5 Documentation control

Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied, and recorded.

- Writing is in the language of this contract.
- Assessment supporting documentation to be handed in to the Employer / Service Manager
- All communications must be printed and filed in the Service Managers file.
- All report should be issued within a week of data collection (refer to clause X17 of this contract).

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

Completion: Completion certificate must be submitted on completion of each task order

2.6 Invoicing and payment

The Z clauses refer to invoicing procedures stated here in this Service Information. The list of information is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to Eskom Holdings Ltd (Pty) and include on each invoice the following information:

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

CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Centre on the Invoice) to be send to the financial department as per the employer invoicing procedure/instruction. Invoices and a copy of the assessment with a Service Entry number to be send to the financial department as per the Employer's Invoicing procedure / instruction.

2.7 Contract change management.

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms.

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

NEC TSC3 Clause 52 will apply.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

2.9 Insurance provided by the *Employer*.

Refer to Contract Data section 8.

2.10 Training workshops and technology transfer

The Contractor's personnel to do safety induction before entering the site and commencing with any work on Employer's account.

- All training will be on Contractor's account.
- The Contractor's personnel to have job specific training.
- Minimum safety requirements for access are HIRA training.

All contractor personnel shall ensure compliance to all relevant Training, Regulation, Awareness and Workshops (E.g., SHEQ, IBI, LAR etc.).

2.11 Design and supply of Equipment

- Contractor to provide all tools and equipment necessary to perform the required service.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the Service Manager when entering site.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- All test Equipment must be calibrated regularly, and certificates must be handed in to Service Manager.\

The Contractor will supply personal computers which will be used for data input required. These computers must also be maintained and upgraded by the Contractor. The Contractor will be responsible to pay all applicable software license fees for the duration of the contract. The history and configuration will remain the property of Eskom.

The Contractor will be responsible for the supply and maintenance of all portable test equipment required in supplying the services.

(O2 Analysers, PF sampler, different size sieves, oven, scale, temperature gun, ash sampling tools, Traversing probes, or better. Test equipment to be calibrated and calibration certificates to be available on request. (Eskom Analysers might be used if agreed upon and as rolled out by Eskom).

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

2.12.1 Equipment

- The Contractor returns to the Employer, equipment and surplus plant and materials provided by the Employer.
- Contractor Provides information and other things as stated in the Service information.

2.12.2 Information and other things

All Reports / Documents to be compiled, filed, discussed, and handed over to the Employer (the day to be announced by Employer) and at the end of the service. Clause 70.2 will apply.

- On completion of contract the Contractors safety file will be hand over to the Service Manager and Will be saved for 40 Years after completion / termination of the contract

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- Contractor is Responsible to ensure that his Letter of Good standing is always valid as stipulated in the construction regulations point 7 (C) (iv) and the specifications 2.5.2 (iv) and 3. 10. Contractor will not be allowed on site if the Contractor's letter of good standing is not valid.

2.13 Management of work done by Task Order

A Task Order is the instruction to commence work.

- No work shall commence until Task order is issued and supported by corrective / planned maintenance defect and has been finalised and accepted and signed by both the Employer and Contractor.
- Completion certificate to be issued after activity on Task Order is completed and Assessment certificate to be completed.
- Task orders, Assessments and Completion Certificates will be used for work required.
- All work will be issued via SAP Maintenance or as per Task order system.

Completion is when the Contractor has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the Employer from using the works. The Site is handed back to the Employer in a condition acceptable to the Service Manager

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

Health and safety

The Contractor shall comply with the Occupational Health and Safety requirements Act 85 of 1993 as well as per the Employer's procedure as stipulated below:

- SHEQ Policy 32-727
- The Employer's Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Employer's Commercial Process 32-726
- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- The Employer's Vehicle Safety Specifications 32-345
- Lethabo Contractor SHEQ Specifications 14RISK SRM – 084 Site Regulations and Procedures

The Contractor ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the Employer's Safety Risk Department at Lethabo Power Station. Arrangements are made with Safety Risk Management, by the Contractor. The Contractors Health and safety file is to be submitted for approval to the Employers Safety Officer before contract commencement.

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

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

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

The Employer's Life Saving Rules: Five Life Saving Rules have been developed that will apply to all the Employer's 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 for the Employer's business and/or on the Employer's 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.

The Employer takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the Employer's Business and / or on the Employer's premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the Employer may result in the Employer terminating your obligation to perform work in terms of your contract with the Employer.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must always buckle-up for the sake of themselves and their families.

Employer's SHEQ Policy: The Employer has made a commitment to conduct business with respect and care for people, the environment, and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the Employer's business. Compliance with the Employer's SHEQ Policy and applicable regulations is the responsibility of every employee and Contractor.

Contractor's SHEQ Policy: All Contractors shall have an OHS policy signed by the CEO of the Contractor and prominently displayed where employees normally report for duty. Signed copy of the OHS policy shall form part of the SHEQ file.

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

Safety risk management: "Standard for health and safety at Lethabo Power Station - requirements to be met by Contractors".

Vehicle and driver safety: All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

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

Occupational Health and Safety Act 85 Of 1993 – SECTION 37: In accordance with Section 37 (2) of the Act, the Contractor is appointed by the Employer as mandatory to assume Health and Safety duties and responsibilities. The Contractor ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements. The Contractor acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

The Contractor appoints a person who liaises with the Employer's Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request supply the Employer's Safety Officer with copies of minutes of all Health and Safety.

Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the Employer's Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the Employer's Safety and Operating Procedures will entitle the Contractor to claim any additional costs or time incurred in complying therewith, from the Employer Safety Regulations of the Employer the Contractor conforms to the Employer's Plant Safety Regulations, The Employer makes available to the Contractor, on request, a copy of the latest revision of the Plant Safety Regulations.

3.2 Environmental constraints and management

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- Contractor to be familiarized with Lethabo Environmental statement of commitment (PS010)
- Contractor shall be certified in ISO14001:2015
- SHE File to be approved by the Environmental Department using LFM 443 checklist.
- Upon commencement of work contractor shall submit:
 - An Aspect and Impact Register that complies with the ISO 14001:2015 standard.
- Contractor shall submit an Environmental Management Plan (EMP) associated with environmental risks related to the project, EMP should comply with the ISO 14001 standard.
- Self-audits during work execution will be conducted weekly whereby environmental risks are identified.
- Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.
- All waste generated during execution of work must be disposed through proper pathways.
- Contractor shall comply to all environmental procedures on site, including the following
 - LBE23003 Environmental non-conformance; investigation and reporting
 - LBE22005 Environmental spill management procedure
 - LBE22004 Environmental waste management procedure

Waste Management: All waste must be disposed in a sound environmental manner in accordance with Lethabo Power Station Waste Management Procedure. Conformance to the Employer's Environmental Legal and other Requirements and the project must conform to Lethabo Power Station ISO14001 Standard with reference to Lethabo Power Station's Environmental Management System Manual. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure and all environmental incidents must be reported to the Environmental Department on site.

Waste shall be removed promptly to the designated disposal area. No stockpiling will be permitted. Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin:

- 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, Idlers, Equipment etc. to be placed in the marked bins in the new Salvage Yard. Solvents and cloths used to the Cleaning Bay

Eskom periodically collects waste from the bins for disposal in the correct manner. No waste should be burned or buried on site. Where Eskom and the contractor have agreed that the contractor is responsible for the disposal of its waste, the contractor shall safely dispose of such waste and keep disposal certificates on file. The Contractor is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of and to ensure conformance to all applicable environmental legislation.

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

Hazardous Substances: Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the Contractor to ensure safe removal from the property to a registered Class 1 site. It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller, or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the Employer) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the Employer.

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

- Only registered pest controllers may apply herbicides on a commercial basis. Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

Water Conservation: Incidents related to water pollution must be reported to the Employer's environmental department within 24 hours. Report/fix leaking taps and pipes to save water. Use water sparingly. Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution: Dust suppression measures must be in place to reduce airborne dust. Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution: Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls. Spill containment, clean-up and ground rehabilitation shall be done as per Lethabo procedures.

3.3 Quality assurance requirements

Quality Management System: The Contractor shall be required to demonstrate by means of a Contract Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Lethabo within three (3) days after order placement by the Contractor. The Supplier shall prepare and submit quality documentation as per the tender selected category (indicated in Form A) using the tender returnable document. By signature on Form A, The Contractor acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58). The Supplier further ensures that the outsourced product/service programmes conform to the requirements of the Works Information.

Quality requirements categorisation: Category 2 - Quality Requirements to be met.

Quality Management Documents Requirements: The service provider to compile and submit all QCPs and ITPs for review and acceptance. A fully detailed Quality Control Plan (QCP) for acceptance within three (3) weeks of the Contract Date, which details all the aspects of the quality management system to be applied. It includes the methods that will be utilized to ensure quality assurance, control and improvement of the identified activities as stated in the Scope of Works.

Quality requirements categorisation

Category 3 - Quality Requirements to be met.

Any National and/or International Standards that the company is subjected to and the key internal controls:

240-68099512 Form A:

The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per QM 58 Specification and ISO 9001 Standard (**category 3**).

240-12248652 List of Tender Returnables: comply with stipulated documented information for evaluation purposes (**category 3**)

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

Quality Management Documents Requirements:

240-105658000 – Supplier Quality Management Specifications (QM 58)

A fully detailed Quality Control Plan (QCP) for acceptance within three (3) weeks of the Contract Date, which details all the aspects of the quality management system to be applied. It includes the methods that will be utilized to ensure quality assurance, control and improvement of the identified activities as stated in the Scope of Works.

The service provider shall deliver the data book.

The data book shall consist of the following documents:

- Signed off manufacturing quality control plan.
- Destructive and Non-Destructive testing reports.
- Visual and dimensional report
- Material certificate

Inspections: The service provider is required to conduct sufficient inspections and tests to satisfy that all requirements of the SOW met, and the results of inspections and tests are made available to the client.

Non-Conformance and Defects: NCR's and defects notifications are issued; the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period. The corrective and preventive actions will include the implementation and completion dates.

Preservation and transportation Requirements: The service provider is to ensure that all products are preserved in their appropriate manner as described in their specifications or in Eskom's Preservation, Shipping and Transportation procedures as applicable. The service provider ensures that all storage requirements for products are properly implemented to preserve the products against adverse conditions, deterioration, damage, etc. Storage and preservation procedures for the different products must be submitted to the *client* for review and acceptance. The *client* may request to inspect the stored products at any given point during the storage period of the product.

Method Statement: The service provider to submit a detailed Construction Method Statements for each activity of his work, together with activity durations, to the client for review and acceptance prior to starting any work.

Documentation control: All documents and records management should be performed according to Technical Document and Record Management Work Instruction (240-76992014). The Project Manager ensures that the service provider is provided with the latest revision.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

4. Procurement

4.1 People

Permanent personnel must be based on site, available at Office hours times, however they may be utilised elsewhere one at a time if agreed by the Service Manager (Lethabo plant should not suffer if resources used elsewhere). Personnel must be available for afterhours callouts and should be on site within 60 minutes after being called out. The Contract Manager must be given first preference for the use of these people. Any personnel changes must be agreed with the Contract Manager before any changes are done.

4.1.1 Minimum requirements of people employed.

- All staff required to perform the activities within the works information.
- All relevant personnel names and titles must be specified to the Service Manager
- All Contractors personnel specified in this contract to be on site as per 2.3.
- All new staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by Service Manager before entering the site or commencing work.
- All new staff must hand in all qualifications and relevant documentation to the Service Manager
- When changing personnel, a new access to work form to be completed by the Contractor.
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with Service Manager
- Contractor to comply with the minimum leave requirements as per Occupational Health and Safety Act
- Contractor's leave to be planned and discussed with contract Manager before such permission will be allowed by Service Manager

4.1.2 BBBEE and preferencing scheme

Contractor must comply regarding any Broad Based Black Economic Empowerment (B-BBEE) or applicable referencing scheme measures.

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership, and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account.** **(Mark the applicable option).**
- Financial year-end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year-end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- Date deponent signed and date of Commissioner of Oath must be the same. **(The affidavit must be signed in the presence of the Commissioner of Oath. Furthermore, the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission an affidavit in which they have an interest.

4.2 Plant and Materials

4.2.1 Specifications

The Employer will have the first option to supply all spares, materials, and consumables and if unable Service Manager will request the Contractor to supply all spares, materials, and consumables as per the contract.

- The Contractor is not allowed to use any materials or spares for private usage or on other Eskom sites.
- The Contractor must transport, Personnel, spares, tools, material, and consumables as requested.
- Work and QC do be done according to the Employer's regulations and procedures.
- The Contractor will be responsible for the safeguarding, care, and security of all items whilst in the Contractors custody and control, until Completion of the whole of the works.
- Contractor must be "able, trained and be prepared" with the necessary PPE, equipment, tools, skills and authorised to handle any equipment, spares, tools, and materials related to the scope.

4.2.2 Correction of defects

All defects will be managed according to NEC TSC3 terms and conditions, SHEQ standards and procedures. The following key performance area will be used to ensure compliance to this contract. The Eskom contract supervisor and the contractor will sit monthly to discuss and measure the following: -

- PM compliance to measure PM executed against the number of PMs planned for the month
- Schedule compliance which will measure work orders scheduled against planned work orders
- Report duration, which will measure the timeous submission of the reports as stipulated in the contract
- Quality of the reports issued.
- Number of Non-conformances reported.

4.2.3 Contractor's procurement of Plant and Materials

N/A

4.2.4 Tests and inspections before delivery

N/A

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

N/A

4.2.6 Cataloguing requirements by the Contractor

N/A

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

5. Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services, and rules applicable to the Contractor whilst he is doing work on the Affected Property

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

Access to site

- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and must obtain gate permits via the Service Manager.
- 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.
- Each personnel to always have an Identification card
- Unauthorized access to site is prohibited. The personnel are expected to be always at their working site area.
- No recruitment on site or at the main access gates or any of the Employer's Premises' is allowed.
- All activities to comply with the OSHACT and Regulations
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the Employer's standard, to be always current (Live Document)
- All work to be always done according to the construction regulations
- NO work shall be carried out without a "PERMIT TO WORK"
- 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.
- The Contractor is responsible for adequate ventilation of the works.

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

The contractor keeps records of his people working on the Affected Property. The Service Manager shall have access to them at any time.

5.3 Health and safety facilities on the Affected Property

Proto team on each shift

- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and Service Manager must notified immediately
- Ambulance and first aid facilities are available at a fee on site.

Sanitary Facilities: The Contractor's employees who work with asbestos is not allowed to use the Employer's ablution or messing facilities at the workplace during and after stripping of lagging materials, for fibres that may be attached to workers clothing, or to any other article.

Personal Protective Equipment: The Contractor supplies, maintains and ensures that his personnel always wear personal protective equipment as required per site.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

Housekeeping: The Contractor's Equipment does not impair the operation of the plant or access to the plant. All debris to be removed from the plant after performing task and Contractor to always maintain good housekeeping.

Site Regulations: The latest revision Lethabo Power Station Site Regulations form part of this contract. Copies of these procedures are available on request (Any additional site regulations implemented will be applicable). The Contractor shall appoint a person who will liaise with the Employers Safety Officer responsible for the premises relevant to this contract. The person appointed shall on request supply the Employer's Safety Officer with copies of minutes of all Health and Safety

The Employer may, at any stage during the duration of this contract, refuse any employee, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT; Perform safety audits at the Contractor's premises, workplace and employees; Issue the Contractor with a workshop order or a compliance order should Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its employees, sub-Contractors or agents.

All work stoppages called by the Employer to be adhered to Contractor is Responsible to ensure that his Letter of Good standing is always valid as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10. Contractor will not be allowed on site if his letter of good standing is not valid

Speed Limit: All vehicles must be driven with due consideration for personnel and property. All speed limits will be always adhered to on the premises.

Transportation of passengers / tools and equipment: Transportation of persons in open light delivery vehicles (LDV) is prohibited and will not be tolerated. It is a legal requirement to provide safe transportation of the Employer and Contractor employees – therefore the following will be enforced. 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. All vehicles used on site, by the Contractor will be road worthy. All road signs and traffic laws / regulations on site will be adhered to. Employees of the Contractor failing to comply will be removed from site and denied any further access.

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

First aid and firefighting: Adequate first aid and firefighting equipment to be provided by the Employer. All Contractor personnel must have First aid training and Fire extinguishers to be provided by the Employer. The Contractor provides a first aid service to his employees and Subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's medical centre and facilities are available. Outside the Employer's office hours, the Employer's first aid services are only available for serious injuries and life-threatening situations. The Employer is entitled, however, to recover the costs from the Contractor for the use of the above Employer's facilities.

Fire precautions: Any tampering with the Employer's fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must always remain accessible. The Contractor takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

Fire protection: The provision of the Employer's standard NWS 1494 "Fire Prevention and Protection of Contractor's premises at New Works sites" shall be applicable.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

Security: The Contractor shall be responsible for ensuring the security of the works, and of his plant, equipment, and materials. All these measures must be in accordance with any relevant regulations and standards and subject to the Employer's approval. To that end he shall make adequate provision for access control, lighting and watchman to the works where required. • It is also the Contractors responsibility to ensure the security of all completed portions of the works prior to Completion

Safety and incident prevention: The Contractor shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Lethabo SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act. Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC-019.

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

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

5.4 Environmental controls, fauna & flora

Please refer to section 3 above

5.5 Cooperating with and obtaining acceptance of Others

The Contractor may be required to cooperate generally with Others sharing the Affected Property with and clause 25.1 will apply. Any requirements for liaison with and acceptance from statutory authorities or inspection agencies shall be honoured by the Contractor where applicable.

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

5.6 Records of Contractor's Equipment

Contractor's equipment (Cell phones with Camera's, Computers, Camera's etc.) to be and signed in at security and this form needs to be kept for use when items need to leave site.

- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the Service Manager for record keeping.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the Service Manager when entering site.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.

5.7 Equipment provided by the Employer.

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

- The Employer may allow the Contractor, for the execution of the works, the reasonable use of its workshop, tools, and equipment, provided that the Employer's own work and business are not interfered with in any manner by such use. The Contractor shall leave all workshops, tools, and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the Employer because of any act of negligence by the Contractor, his employees or sub-contractor while using such workshop, cranes, tools, and equipment.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- The Contractor is responsible for the repair, replacement, or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and/or lost whilst in the Contractor's custody and control.
- The Contractor must ensure that any one of his employees or Sub-contractors, operating hoist equipment belonging to the Employer, is authorised by the Employer.

5.8 Site services and facilities**5.8.1 Provided by the *Employer***

The Employer may at his own discretion supply any other Plant and Materials as required by the Contractor to provide the services.

Telecommunications: The Contractor arranges with the Employer for the use of telecommunication services. The use and the cost associated with the telephone will be for the Contractor's account. Failure to pay the amounts due will result in the Employer deducting the amounts from any tax invoice/ payment certificates, handed in to the Employer for payment.

Temporary cabling: The Contractor will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The Contractor maintains and removes it on Completion.

Scaffolding: The Employer makes available scaffolding, free of charge to the Contractor. The Contractor will indicate in the program the need for scaffolding, the size thereof, as well as the loading requirements and the duration of use and communicate it to the Employer, on submission of the program. Under no circumstances is the Contractor or his employees allowed to use scaffolding which have not been certified safe for use. The delay in scaffolding, in the event of the Contractor failing to indicate the need thereof in the program, is not considered grounds for additional time or compensation.

Compressed Air: Under no circumstances is the Contractor or his employees allowed connecting to any piped services without the permission of the Employer. The Employer attempts to make available compressed air (oil free & dry and at selected points) to a pressure reaching lows of 620 kPa and highs of 640 kPa. No guarantees of air supply quality are given, and air supply breaks of some duration may occur without a warning. The variation of pressure in the air supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

Water: Under no circumstances is the Contractor or his employees allowed connecting to any piped services without the permission of the Employer. The Employer makes available free of charge, potable water as required for the purpose of this Contract. The Employer does not guarantee continuity of supply and in such cases the Contractor makes his own provision for standby supplies to maintain continuity. The Employer makes available, free of charge, demineralized water as required for the works. The variation of pressure in the water supply, or breakdown in the supply, is not considered grounds for additional time or compensation.

Supply of Electricity: The Employer supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. Contractor is to supply own 220 or 380 VAC extensions.

Under no circumstances is the Contractor or his employees allowed connecting to any electrical supply without the permission of the Employer. 220V AC 50Hz, 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.

5.8.2 Provided by the *Contractor*

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

The contractor provides all necessary testing equipment for testing purposes and stores them as may be required in the area designated by the service manager.

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

- Name
- ID Number
- Company
- Validity date

All Contractor permits must be submitted to Protective Services when the workers leave the Site after Completion of the works. The Contractor applies with Lethabo Power Station Protective Services for the issuing of permits. The Contractor submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective Services or can be faxed. The form contains the following information:

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

The form is appended to the Contractor's Safety Manual, referred to in Section 2.3.2 (b). The Contractor's visitors and personnel shall always conform to the security arrangements in force at the Site. The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk. No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the Service Manager.

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

Parking inside the Power Station is allowed. The parking application must be addressed to the protective services. All Contractors will supply protective services with their vehicle's registration numbers. No recruiting of casual labour may be done on Eskom premises, including the area outside the power station security gate. The Contractor obtains the access procedures, from the Service Manager, which may change depending on the prevailing security situation.

5.9 Control of noise, dust, water, and waste

All necessary and relevant PPE must be always used when entering or working on plant.

- Risk assessments must be completed before commencing with any task to be always current (Live Document)
- All relevant procedures to be always used.

5.10 Hook ups to existing works

The Employer reserves the right to have any of the Contractor's personnel removed off site without cancelling the contract if, in the Employer's opinion, it is warranted.

- The Employer reserves the right to request disciplinary / corrective action if, and when, required.
- The main Contractor is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and the Employer's requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the Employer's requirements identified, then the Main Service Provider/Provider/Principal Contractor will be penalised.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- The Contractor shall operate under the direction and instructions of the Employer's Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.
- The Employer reserves the right to have any of the Contractor's personnel removed off site without any compensation to the Contractor in the event of the Contractor's personnel being in contravention with the OHS Act or any of the Employers rules, regulations, and procedures
- The Employer reserves the right to terminate the contract, once 3 non-conformances / PIR's are raised against the Contractor
- The Employer reserves the right to request disciplinary/corrective action if, and when, required.
- The Contractor must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- The Contractor must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- The Contractor will be responsible for the full payment of the legislative training costs for every employee at the Contractor's cost if the employee must redo the training due to failing at the first attempt as well as the subsequent attempts that follows until the employee is authorised.
- All unknown / known services will be brought to the attention of the Contractor by Service Manager. Should the Contractor encounter any other services in the work area, he will immediately bring them to the attention of the Service Manager who will issue instructions as to what actions are to be taken.
- No welding will be allowed on site unless permission is granted in writing by the Service Manager.
- The Employer's carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the Employer.
- Care must be taken to prevent damage to any surroundings such as the plant, roads, and equipment in and around existing buildings.
- The Contractor and his employees will be required to conduct themselves at all times in proper and orderly manner while on the Employer's premises.
- The Contractor and his employees may only smoke in the allowed / designated areas.
- The Employer will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Clause 40.1 of TSC3 will apply to the tests and inspections carried out by the Contractor and the Service Manager and others.

5.11.2 Materials facilities and samples for tests and inspections

All materials facilities and samples for tests and inspections the Contractor and the Employer are to be provided according to clause 40.2 of NEC TSC3.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

6. List of drawings

6.1 Drawings issued by the *Employer*.

There are no drawings applicable to this contract.

7. SUPPLIER DEVELOPMENT LOCALIZATION AND INDUSTRIALIZATION (SDL & I)

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for Award.

2.1 Designated Sectors

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnables if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	Not applicable	
Description	Not applicable	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

1.3 National Industrial Participation Programme (Not applicable)

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

"NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million. "The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

"Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria. "All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.".

1.4 Mandatory Subcontracting as condition of award (Not applicable)

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals.

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

- 3. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

Section 3: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 4: Reporting and Monitoring

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 5: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

<u>Current Suppliers Providing the Services</u>	Potential Suppliers:
<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Open market

Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account.** **(Mark the applicable option).**
- Financial year end as per the enterprise's registration documents, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. (Tick applicable level)
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract:

1. Site Procedures and Regulations

1.1 Health and Safety Requirements

The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority.

- The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.
- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:
- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements
- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* 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: supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*.
 - refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
 - issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
 - The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
 - The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be reachable 24 hours a day.
 - The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-*Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
 - The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.
 - The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub *Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
 - 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 *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

1.2 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. The *Contractor* must also make provision for a Authorise supervisor that is trained according to the procedure mentioned above.
- 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, if it is required by the *Contractor* that a certain supply be made available, or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.
- 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.

1.3 Safety Induction Course

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- 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.

1.4 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 has to 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".

1.5 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 on site and off-site transportation of passengers.

1.6 Eskom Cardinal Rules:

Five Cardinal 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.

1.7 Local Safety Procedures

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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

1.8 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.

1.9 Fire Prevention

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

1.10 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**.
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

1.11 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised 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.

1.12 Documentation

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

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

1.13 Environmental Policy and Waste Handling

Lethabo Environmental Statement of commitment must be adhered to.

The contractor shall submit to Eskom an EMP to be reviewed and approved by Eskom environmental officer, one week before the commencement of works.

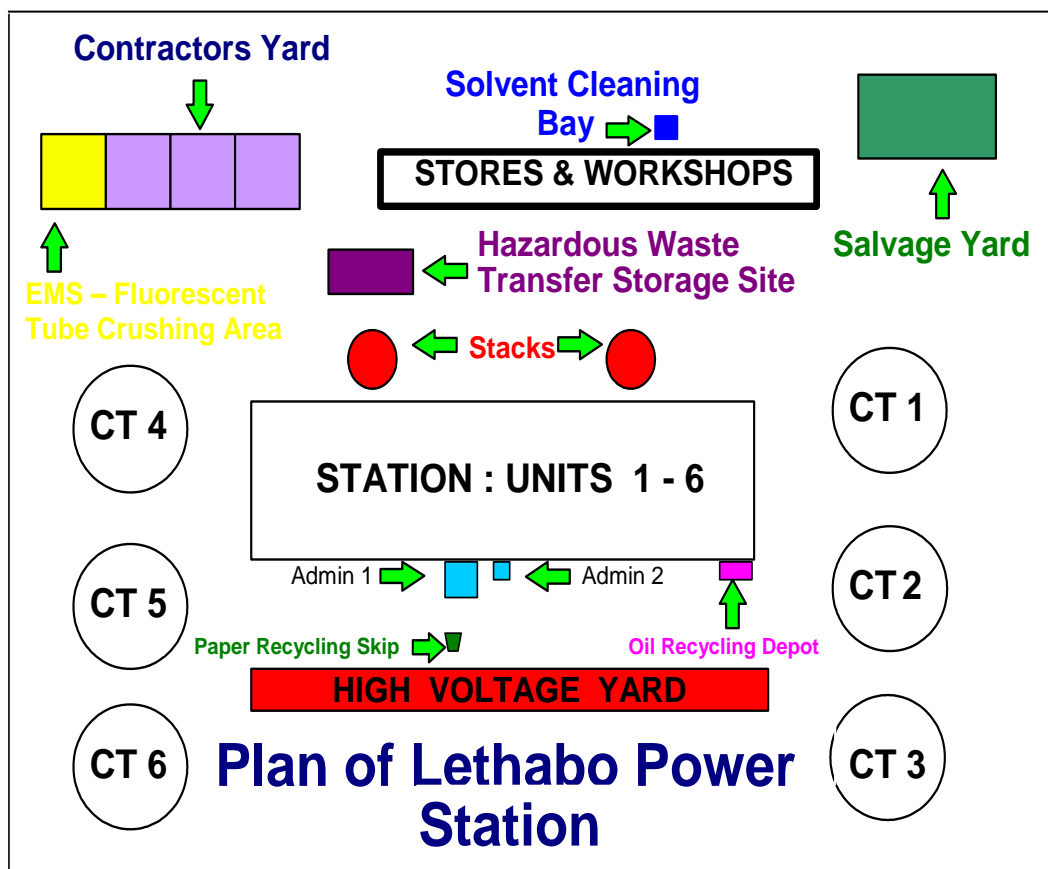
1.14 Disposal of Waste

Waste shall be removed promptly to the designated disposal area. 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

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- 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.



1.15 Hazardous Waste Disposal and Handling

- Hazardous / toxic waste includes all waste which contains elements or compounds listed as hazardous substances in terms of the Hazardous Substances Act No. 15 of 1973.
- Any *Contractor* who produces hazardous waste on site will be responsible for the safe removal of such waste to a registered Class I site by a waste removal and disposal body.
- The *Contractor* is required to produce a certificate of safe disposal in accordance with LBA 00054.
- The *Contractor* must ensure that persons handling hazardous waste have undergone suitable training and are acquainted with cleaning methods in case of a spillage.
- The *Contractor* is also responsible for the safe removal of their hazardous waste to Lethabo's Hazardous Waste Store. Other requirements for hazardous waste are detailed in LBA 00030.
- In order to ensure effective hazardous waste management, a copy of the *Contractors'* hazardous waste inventory must be supplied to the *Employer* at least 2 days prior to the occupation date.

Abbreviated list of Hazardous Materials

Acids and alkalis	Hydrocarbons	Pesticides & insecticides
Antimony and its compounds	Inorganic cyanides	Pharmaceuticals
Arsenic compounds	Inorganic compounds containing halogens	Phosphorus and its compounds

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Asbestos	Inorganic compounds containing sulphur	Selenium and its compounds
Barium compounds	Laboratory chemicals	Silver compounds
Beryllium compounds	Lead compounds	Tarry & petroleum products
Biocides & Phyto pharmaceuticals	Medical wastes	Tellurium and its compounds
Boron compounds	Mercury compounds	Thallium and its compounds
Cadmium and its compounds	Nickel and its compounds	Vanadium compounds
Chromium compounds	Organic halogen compounds	Zinc compounds
Copper compounds	Paints and paint sludges	Waste with flash point < 60°C
Heterocyclic organic compounds	Peroxides, chlorates	

1.16 Plant & Materials

- The *Employer* may at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required.

1.17 Access to and Departure from the Site:

- The Site is at Lethabo Power Station situated \pm 18 km South of Vereeniging on the Viljoensdrift - Deneysville Road, Free State. Access to the site will be via the main security gate only. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* 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 but is not limited to briefcases and toolboxes.

1.18 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

1.19 Equipment or Material Access and Removal

Access

- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.

Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists.
- If the equipment or material is to be removed the same day, on which they were brought on to site, 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 will be provided by the *Employer's Representative*, on receipt of the original OV18, with which the *Contractor* brought the equipment on site.

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

1.20 Site or Area Establishment and Evacuation

Application for Site Establishment:

- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application can be submitted.
- The location of the site or area is indicated during the site or area take-over inspection.

Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*.
- The *Employer* subjects the *Contractor's* site or area to periodic inspection.

Site Evacuation:

- The *Contractor* advises the *Employer* in writing, five (5) days in advance of evacuation in accordance with LBA 00030. Immediately prior to evacuation the necessary take-over inspection must take place.

1.21 Electrical Equipment / Appliances, Lighting and Power:

- Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements as detailed in LBA 00030 and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- The *Contractor* provides at his own expense any temporary local lighting and ensures that it is in accordance with the requirements of the Factories Inspector.
- The *Contractor* provides at his own expense, all temporary wiring and cabling to route power from the point of supply to the various points where it is required, maintain same and remove on completion.

1.22 Water

- The *Contractor* 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
- Water wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

1.23 Compressed Air

- The *Contractor* provides at his own cost, all connection fittings and pipe-work necessary to lead the compressed air 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.
- Compressed air wastage due to un-maintained pipe work or fittings provided by the *Contractor* will be calculated and will be for the cost of the *Contractor*.

1.24 Ventilation

- The *Contractor* is responsible for adequate ventilation of the works.

1.25 Security

Performance and Testing Service (PF Sampling, PA & SAH Air Heater Leakage Test, ESP Efficiency Test, Coal & Ash Sampling) for a three (3) year's Period at Lethabo Power Station.

- The *Contractor* is responsible for all security on *site*, fencing off, night watch and access control in order to secure all plant, materials and the *works* itself. All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.
- It is also the *Contractors* responsibility to ensure the security of all completed portions of the *works* prior to Completion.

1.26 Offices, Workshops and Stores

- The *Contractor* shall provide, erect and maintain for his own use, any additional office accommodation and stores he requires, together with drainage, lighting, heating, and hot and cold-water services as required.
- The *Contractor's* site establishment price includes all treatment of the site that he considers necessary for his entire operation throughout his period of occupation and under all weather conditions.
- The *Contractor* also includes for all security and access arrangements that he considers necessary.

1.27 Sanitary Facilities

- The *Contractor* shall provide service, maintain and remove on completion any additional facilities required and allow for it in his *Price*.
- The *Contractor's* employees who work with asbestos are not allowed to use the *Employer's* ablution or messing facilities at the workplace during and after stripping of lagging materials, for fibres that may be attached to workers clothing, or to any other article.