



NEC3 Term Service Contract (TSC3)

Between Eskom Holdings SOC Ltd.
(Reg no. 2002/015527/30; VAT No. 4740101508)

and

**for Maintenance and inspection of all cranes, crawl beams,
lifting equipment's, load testing and supply of spares at
Matimba Power Station for a period of 60 Months.**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Service Information

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	
C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	

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:

Maintenance and inspection of all cranes, crawl beams, lifting equipment's, load testing and supply of spares at Matimba Power Station for a period of 60 Months.

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*.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
employer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	None	N/A

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

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

	For the Tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X19.3: Delay damages
		Z: Additional conditions of contract
		All Z clauses are applicable
	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 8111
10.1	The <i>Service Manager</i> is (name):	Maropeng Seshoka
	Address	Matimba Power Station, Nelson Mandela Drive, Lephalale, Limpopo

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

Tel	014 763 8574
Fax	N/A
e-mail	seshokmm@eskom.co.za

11.2(2)	The Affected Property is	Matimba Power Station
11.2(13)	The <i>service</i> is	Maintenance and inspection of all cranes, crawl beams, lifting equipment's, load testing and supply of spares at Matimba Power Station for a period of 60 Months.
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Skill shortage. 2. Long turnaround time. 3. Shortage of non-stock/stock items spares. 4. Long spares lead time. 5. Permit to work not issued due to system demand. 6. Strike/Unrest.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.
11.2(17)	The <i>Site Service Manager</i>	Replace the <i>Service Manager's</i> functions for a particular site for all issues related to this contract
12.2	The <i>law of the contract</i> is the law of	Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Within 24 hours or any other period agreed between the parties and specified in the task order
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	The contractor's liability for defects due to his design that are not listed on the defect certificate is limited to: see overall limitation of liability in option Z
3	Time	
30.1	The <i>starting date</i> is.	01 July 2025
30.1	The <i>service period</i> is	Five (5) Years
4	Testing and defects	
		Defect date is 52 weeks after completion of each task order. The defect correction period is 24 hours, or any other period agreed between the parties.
5	Payment	

50.1	The <i>assessment interval</i> is	Monthly on the 25 th working day of each month or any other period agreed between the parties.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	As per Eskom payment terms applicable to vendor registration
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	Follow compensation event process as guided on the NEC contract
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. Claims, proceedings, compensation, and costs payable which are due to the unavoidable result of the service or of providing the service. 2. Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor or a fault of the Employer or a fault in his design.

		<p>3. Loss of or damage to plant and Materials supplied to the Contractor by the Employer, or by other on the Employer's behalf, until the Contact has received and accepted them.</p> <p>4. Loss or damage to the affected Property, plant and material due to war, civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots and civil commotion not confined to the Contractor's employees or radioactive contamination.</p> <p>5. Loss of or wear or damage to any Equipment, plant and Materials retained by the Employer after a termination, except loss, wear, or damage due to the activities of the Contractor after the termination.</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	As stated for in the Annual Construction All Risk Insurance Policy (Format A) available on request from Eskom Group Insurance.
83.1	The <i>Employer</i> provides these additional insurances	As stated for in the Employers Asset All Risk Insurance Policy available on request from Eskom Group Insurance
83.1	The <i>Contractor</i> provides these additional insurances:	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles in the amount of R 500 000.00 (Five hundred thousand Rand) relevant to the event described in the "Format A" (Annual Construction All Risk Insurance Policy)
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	The total Contract Value
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred

		thousand Rands).and, or as per the laws of the Country in which the Contractor's employees are domiciled.
9	Termination	As guided under termination clause of the NEC contract. Breach of contract and depletion of funds.
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 and programme for the <i>service</i> as defined on the <i>task order</i> at intervals no longer than	Before tender closes, forms part of tender returnable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person nominated from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him and appointed on agreement by both Parties. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the ICE-SA Division.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator.	
	- 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 clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	TBC
		CPA will be applicable 16 months from base date (one month prior to tender closing) irrespective of contract start date.

	The proportions used to calculate the Price Adjustment Factor are:	<table><tr><td>Proportion</td><td>Linked to index for</td><td>Index prepared by</td></tr><tr><td>15%</td><td>Non-adjustable</td><td></td></tr><tr><td>100</td><td></td><td></td></tr></table>	Proportion	Linked to index for	Index prepared by	15%	Non-adjustable		100											
Proportion	Linked to index for	Index prepared by																		
15%	Non-adjustable																			
100																				
X2	Changes in the law	It is a compensation event if it occurs after the contract date																		
X17.1	Low service damages																			
	The service level table is in	<table><tr><th colspan="2">Service level table</th></tr><tr><th>Description</th><th>Penalty</th></tr><tr><td>Plant rework</td><td>R nil/overtime</td></tr><tr><td>Poor workmanship (Will be measured through the QC)</td><td>Contractor to carry corrective cost</td></tr><tr><td>Incorrect spares delivered or late delivery</td><td>R1500 per day up to maximum of 5% of the task order value</td></tr><tr><td>Rework</td><td>R1500 per day up to maximum of 5% of the task order value</td></tr><tr><td>Compliance to SOW schedule</td><td>R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.</td></tr><tr><td>Number of NCR's issued (less than two per month)</td><td>1% of the task order or monthly assessment</td></tr><tr><td>PM compliance less than 98% (monthly average)</td><td>1% of task order/ monthly assessment</td></tr></table>	Service level table		Description	Penalty	Plant rework	R nil/overtime	Poor workmanship (Will be measured through the QC)	Contractor to carry corrective cost	Incorrect spares delivered or late delivery	R1500 per day up to maximum of 5% of the task order value	Rework	R1500 per day up to maximum of 5% of the task order value	Compliance to SOW schedule	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.	Number of NCR's issued (less than two per month)	1% of the task order or monthly assessment	PM compliance less than 98% (monthly average)	1% of task order/ monthly assessment
Service level table																				
Description	Penalty																			
Plant rework	R nil/overtime																			
Poor workmanship (Will be measured through the QC)	Contractor to carry corrective cost																			
Incorrect spares delivered or late delivery	R1500 per day up to maximum of 5% of the task order value																			
Rework	R1500 per day up to maximum of 5% of the task order value																			
Compliance to SOW schedule	R1000 p/day overdue as per agreed schedule. The penalty for the late response will be R1000 per day to a maximum of 10% of the task order for the normal breakdown.																			
Number of NCR's issued (less than two per month)	1% of the task order or monthly assessment																			
PM compliance less than 98% (monthly average)	1% of task order/ monthly assessment																			
X18	Limitation of liability																			
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R150 000.00																		
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The amount of the deductibles relevant to the event described in the "Format A" insurance policy available on request from Eskom Group Insurance.																		

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date <p>and</p> <p>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on request from Eskom Group Insurance</p>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>The total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and Infringement of an intellectual property right.
X18.5	The end of liability date is	52 weeks after the end of the service period.
X19	Task Order	Task order will be issuing every month
X19.5	The <i>Contractor</i> submits a Task Order programme to the Site Service Manager	6 Hours or as agreed between the parties
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

- Z9.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z11 **Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

- Z11.1 or had a business rescue order granted against it.

Z12 Warrantee:

- Z12.1 The warrantee period is 12 months after completion of each task order
- Z12.2 The Defects correction period is the period during which the *Contractor* undertakes to repair the Defect. The period for repair of a Defect shall be determined by the nature of the Defect and shall be such period as is reasonable in the circumstances
- Z12.3 The defective Service will be inspected by both the *Service Manager* and *Contractor* and a decision made as to how the defective services are to be corrected. Any decision made will be agreed in writing.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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: Qualifications: Experience:	
CV's (and further key person's data including CVs) are in _____.		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

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

PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <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 re-measurable 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, where re-measurable means reviewing and applying the actual quantities and prices utilized on the task order

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;

Format of the *price list*

Refer to Clause C2.2

C2.2 the *price list*

Part 1:

Item No.	Description	Unit of Measure	Rate	Total in 60 Months
1	24/7 Hour Maintenance and inspection of all Overhead cranes, Mobile cranes, crawl beams, lifting equipments and load testing	Monthly		
2	Safety file	Once-Off		
3	Site Establishment	Once-Off		
4	Site De-Establishment	Once-Off		
5	PPE	Yearly		
6	Transport LDV	Monthly		
7	Transport (home-work-work)	Monthly		
7	Medicals	Yearly		
8	Spares/Material Overhead and Profit Percentage (Mark-up)	Percentage		

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

1. Description of the *service*.
2. Site services and procedures.
3. Management strategy and start up.
4. Turnaround time.
5. Management meetings.

Appendix

A. Scope of Work

1 Description of the *service*

1.1 Executive overview

The works covers the provision of a twenty-four-hour, seven day a week basis, including public holidays, first line maintenance and inspection of all cranes, crawl beams, lifting equipment and load testing as and when required and the contractor ensures that Matimba Power Station is the priority client. In providing this service the contractor is required to be authorised in terms of Plant Safety Regulations (PSR) and Operating Regulations for High Voltage System (ORHVS) as Appointed personnel and PSR as Responsible person.

The areas of plant include but are not limited to:

FD FAN LH	10SMF20AE100	15	M6882
FD FAN LH	10SMF20AE200	15	M6858
FD FAN RH	10SMF10AE100	15	M6859
FD FAN RH	10SMF10AE200	15	M6866
PA FAN RH	10SMF21AE100	15	M6881
PA FAN LH	10SMF11AE100	15	M6860
MILL LH	10SMF02AE100	20	M6844

MILL RH	10SMF01AE100	20	M6845
U1 BUCKET ELEV.	10SMB01AE001	3	W/03165
U1 PRECIP LH	10SMB10AE100	2	W/02994
U1 PRECIP RH	10SMB20AE100	2	W/02995
SILO 1 CIRCULAR	10ECE10AE100	5	N/A
COAL SILO 1 EXT.	10ECE20AE100	5	W/02956
FD FAN LH	20SMF20AE100	15	M6864
FD FAN LH	20SMF20AE200	15	M6863
FD FAN RH	20SMF10AE100	15	M6861
FD FAN RH	20SMF10AE200	15	M6862
PA FAN RH	20SMF21AE100	15	M6883
PA FAN LH	20SMF11AE100	15	M6884
MILL LH CRANE	20SMF02AE100	20	M6846
MILL RH CRANE	20SMF01AE100	20	M6847
U2 BUCKET ELEV.	20SMB01AE001	3	W/03166
U2 PRECIP LH	20SMB10AE100	2	W/03234B
U2 PRECIP RH	20SMB20AE100	2	W/03234A
SILO 2 CIRCULAR	20ECE10AE100	5	N/A
COAL SILO 2 EXT.	20ECE20AE100	5	W/02956
FD FAN LH	30SMF20AE100	15	M6868
FD FAN LH	30SMF20AE200	15	M6867
FD FAN RH	30SMF10AE100	15	M6865
FD FAN RH	30SMF10AE200	15	M6866
PA FAN LH	30SMF11AE100	15	M6855
PA FAN RH	30SMF21AE100	15	M6886
MILL LH	30SMF02AE100	20	M6848
MILL RH	30SMF01AE100	20	M6849
U3 BUCKET ELEV.	30SMB01AE001	3	W/03167
U3 PRECIP LH	30SMB10AE100	2	W/02995B
U3 PRECIP RH	30SMB20AE100	2	W/02995A
SILO 3 CIRCULAR	30ECE10AE100	5	N/A
COAL SILO 3 EXT.	30ECE20AE100	5	W/03002
FD FAN LH	40SMF20AE100	15	M6870
FD FAN LH	40SMF20AE200	15	M6869
FD FAN RH	40SMF10AE100	15	M6871
FD FAN RH	40SMF10AE200	15	M6872
PA FAN LH	40SMF21AE100	15	M6885
PA FAN RH	40SMF11AE100	15	M6887
MILL LH	40SMF02AE100	20	M6850
MILL RH	40SMF01AE100	20	M6851

U4 BUCKET ELEV.	40SMB01AE001	3	W/03168
U4 PRECIP LH	40SMB10AE100	2	W/03374B
U4 PRECIP RH CRANE	40SMB20AE100	2	W/03374A
SILO 4 CIRCULAR	40ECE10AE100	5	N/A
COAL SILO 4 EXT.	40ECE20AE100	5	W/03001
FD FAN LH	50SMF20AE100	15	M6874
FD FAN LH	50SMF20AE200	15	M6873
FD FAN RH	50SMF10AE100	15	M6875
FD FAN RH	50SMF10AE200	15	M6876
PA FAN RH	50SMF21AE100	15	M6889
PA FAN LH	50SMF11AE100	15	M6890
MILL LH	50SMF02AE100	20	M6852
MILL RH	50SMF01AE100	20	M6853
U5 BUCKET ELEV.	50SMB01AE001	3	W/03669
U5 PRECIP RH	50SMB20AE100	2	W/03479A
U5 PRECIP LH	50SMB10AE100	2	W/03479B
SILO 5 CIRCULAR	50ECE10AE100	5	N/A
COAL SILO 5 EXT.	50ECE20AE100	5	W/03564
FD FAN LH	60SMF20AE100	15	M6874
FD FAN LH	60SMF20AE200	15	M6878
FD FAN RH	60SMF10AE100	15	M6880
FD FAN RH	60SMF10AE200	15	M6879
PA FAN LH	60SMF21AE100	15	M6891
PA FAN RH	60SMF11AE100	15	M6892
MILL LH	60SMF02AE100	20	M6854
MILL RH	60SMF01AE100	20	M6855
U6 PRECIP LH	60SMB10AE100	2	W/03634
U6 PRECIP RH	60SMB20AE100	2	W/03633
SILO 6 CIRCULAR	60ECE10AE100	5	N/A
COAL SILO 6 EXT.	60ECE20AE100	5	W/03502
U6 BUCKET ELEV.	60SMB01AE001	3	W/03670
ID FAN 25T HOIST North, South	00SMF12AE100, 00SMF22AE100	25	N/A
ACC FAN HOIST 1	01SMJ10 Unit 1&2	3	N/A
ACC FAN HOIST 2	02SMJ10 Unit 3&4	3	N/A
ACC FAN HOIST 3	03SMJ10 Unit 5&6	3	N/A
UI&2 ASH COND. CRANE	01SMB00AE001	10	M6744
U3&4 ASH COND. CRANE	02SMB00AE001	10	N/A

U5&6 ASH COND CRANE	03SMB00AE001	10	N/A
TURB. HALL SOUTH	02SMT10	100/32	M6397
TURB. HALL NORTH	01SMT10	100/32	M6396
TURB. HALL SEMI-PORT.S	02SMT20	12.5	M6576
TURB. HALL SEMI-PORT N	01SMT20	12.5	M6577
LP SERVICE CRANE	00SME10AE001	5	M6679
WTP AMMONIA ELECT. C/H	00LDN01AE001	2	N/A
WTP CHLOOR HOIST	00SME40AE002	2	N/A
INCLINE CONV. HOIST (I)	01UEF20AE100	3.2	W/02955
INCLINE CONV. HOIST (O)	01UEF20AE200	3.2	W/02959
INCLINE CONV. HOIST (I)	02UEF20AE100	3.2	W/03000
INCLINE CONV. HOIST (O)	02UEF20AE200	3.2	W/03003
INCLINE CONV. HOIST (I)	03UEF20AE100	3.2	W/03500
INCLINE CONV. HOIST (O)	03UEF20AE200	3.2	W/03503
T1A&B 5T CRANE	00ECA00AE100	5	W/02958
STACKER/RECL CRANE	00EAD10AE500	5	N/A
WELD & PLAT W/SHOP	00SMD10AE001	10	M6667
MMD W/SHOP CRANE	00SMD20AE001	45/16	M6666
VAC-Q-TECH W/SHOP CRANE 5T((KHULI))	00SMC43AE001	5	N/A
MMD UNIT W/SHOP CRANE	00SMF01AE100	2.5	W/03215
GARAGE MONORAIL HOIST	00SMD26AE001	5	N/A
MILL WORKSHOP CRANE	00SMD50AE100	5	N/A
EMD UNIT W/SHOP CRANE	00SMD40AE001	2.5	W/03481
STORE 45T CRANE	00SMC10AE001	45	M6665
STORE 2.5T HOIST	00SMC20AE001	2.5	N/A
LOCO SHED CRANE	00SMD30AE001	10	M6668
TOP BUNKER	03ETH00AE002	1.5	W/04750C
TOP BUNKER	02ETH00AE003	1.5	W/04750B
TOP BUNKER	01ETH00AE003	1.5	W/04750A

65 Ton LINKBELT Crane	01STM17AE001
-----------------------	--------------

15 Ton Groove Crane	01STM17AE001
---------------------	--------------

2 SITE SERVICES AND PROCEDURES

The following technical specification and procedures are applicable to this contract and are available (ESKOM related standards) on requests, only the latest revision to be used.

TITLE
Occupational Health and Safety Act, 85 of 1993.
Supplier contract quality requirements specification
GGR 0992- Plant Safety Regulations
PA/244/001- Waste oil, grease and contaminated materials and soil management to minimise environmental impact
SANS 50081 – 1: Safety rules for the construction and installation of cranes.
SANS 1599 – 2: Power – driven mobile cranes.
SANS 4309: Cranes – Wire ropes: Care, maintenance, installation, examination, and discard.
SANS 4310: Cranes – Test code and procedures
SANS 12478 – 1: Cranes – Maintenance manual.
SANS 12480 – 1: Cranes – Safe use

3 Management strategy and start up

3.1 The Contractor's plan for the service

- Eskom will provide the process control manual (32-1303) for executing maintenance work and contractor shall work according to PCM guideline.
- The contractor is to work in accordance with employer's plans and procedures.
- In the event of an outage related work, the original duration, remaining duration, backlog, delays experienced etc. are to be clearly reflected in a general planning report.

- The method for reporting on activities in progress is by remaining duration, i.e., the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.

4 Turnaround time

- Call out response time is 30 Minutes.
- The maximum turnaround time for NCR is 5 working days.
- P1 work orders call out must be executed within 24 hours.
- P2 work orders must be executed within 2 days.
- P3 work orders must be executed within 30 days.
- P4 work orders must be executed within 12 months.
- Planned schedule work order must be executed with the specific week planned for and must be agreed upon.

5 Management meetings

- The Employer will notify the contractor of any management meetings to be held.
- The Employer's Supervisor shall meet with the contractor Supervisor on a daily basis to hand over the activity list that must be performed. The Contractor shall be required to perform these activities in accordance with all relevant information, guidelines, and report back to the Eskom Supervisor daily.
- Regular meetings of a general nature may be convened and chaired by the Service Manager as follows:

Title and Purpose	Approximate time &Interval	Location	Attendance by:
Daily feedback meeting intended to update CM on work progress and challenges	Daily at CM's Office	Matimba	Technician
Contractor Safety Meeting	Monthly	Matimba	Safety Officer
Department meeting intended to discuss and present plant performance indicators	Monthly	Matimba	Management
Any other business-related meetings, e.g., Outage, scope challenge	As and when required	Matimba	Technicians and Management

- 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 meetings 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.

6 Site inspections, meetings, and discussions

- Site meetings between the Contractor and the Employer's Management shall be held monthly. Inspections by senior members of the Contractor/s staff shall be carried out monthly, accompanied by a duly representative of the Employer.
- Problems discussed and pointed out during such inspections shall be noted and actions taken on the Contractor shall conduct daily toolbox talk or meeting with his/her team.
- Contractor shall conduct monthly SHEQ meeting with his/her team.
- Contractor shall attend weekly and monthly contractor's meeting with Head of department.
- Any other meeting that may be initiated and scheduled by the Service Manager or Contract Supervisor.

7 Contractor's management, supervision, and key people

- Maintenance and repair services for Overhead cranes in accordance with relevant procedure and specification.
- The Contractor to provide technical support and advice on constant failure trends of the equipment.
- Ensure that the application and implementation of appropriate maintenance tools and innovative techniques.
- Develop key performance indicators (KPI), objectives and targets which support and in line with Employer's objectives.
- To provide adequate resources capabilities to carry out maintenance and repair work that support Employer's objectives.
- The Contractor shall notify Eskom Service Manager on any defects or repair work that fall outside the scope.
- The Contractor to adhere to all Employer's health and Safety requirements and procedures on site.
- The Contractor to provide relevant documentation caters for the Employer's equipment. This will include all records keeping of all activities, plant conditions and quality control and safety documentation.
- The Contractor shall comply with all relevant SABS standards, OHS Act 1993 and also Employer's standards as specified from time to time.
- The integrity of the plant is maintained within the parameters specified by the Employer.
- All other maintenance activities to be performed in accordance with the relevant procedures and specifications where applicable.
- Contractor shall carry out routine check if deem necessary as per operations and maintenance manuals of such equipment.
- The Contractor shall record and report to the Employer the following:
 - All incidents and equipment failure to be reported to the Employer within same day.
 - Overall monthly system performance report.
 - Investigate and diagnosis of plant defects to determine the scope of work required.
- Execution of corrective maintenance activities.
- Determination of plant spares and specification.
- Execution of preventative maintenance activities as specified by Engineering.
- Supervision of maintenance activities to ensure quality, safety and productivity target are achieved.
- Quality control of maintenance activities.
- Quality inspections of spares received at stores receiving.
- Perform work planning.

- Development of work instruction and procedures for maintenance activities.
- Assist with the investigation of incidents and their root cause analysis.

8 Responsibilities of the Contractor's Site Management

- The Employer expects the site management team of the Contractor's to ensure and drive compliance in terms of the maintenance philosophy of the Employer, as detailed in the section entitled "Employer's Expectations".
- As a minimum requirement, the Employer expects the Contractor's Site management to have the authority to make decisions on the operational and managerial aspects of the service.
- Ability to represent the Contractor on the Employer's management meetings when so required.
- Ensure that all required permits are requested and issued prior to the commencement of work.
- Monitor and control its staff's sick leave and absenteeism record.
- Administrate all quotations and invoices from site.
- Be actively involved in its staff health and safety issues.
- Be the single point of contact for all Employer request concerning its staff.
- Provide monthly resources utilization, plant status, time sheets, overall contract performance and monthly stats.

9 Invoicing and payment

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

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

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

Eskom Holdings Limited
Matimba Power Station
APS Department
Private Bag X 215
LEPHALALE
0555

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

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

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

The Contractor shall send the tax invoice to: Invoiceseskomlocal@eskom.co.za

10 Contractor change management

- Any changes to the contract management should be discussed and be approved by the Employer'.

11 Insurance provided by the Employer.

- Refer to clause 8, Risk and Insurance.

12 Management of work done by Task Order

- A task order together with a SAP 45-release order is the Employer's notice to the Contractor to carry out a task.
- Work done by the Contractor without SAP 45-release order is done at risk of non-payment.
- Employer provides a task order to the Contractor for each task he requires to be carried out.
- The Contractor provides the work in accordance with the scope on receipt of each task order.

13 Health and safety, the environment and quality assurance

14 Records of Defined Cost

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

APPENDIX A

Scope of Work

1 Introduction

General Cranes, permanent hoisting and lifting devices play an important role in the operation and maintenance of the Matimba Power station. The operating function might use it to lift and move gas cylinders and other containers with material necessary for plant operation such as mill ball loading. The maintenance functions use the cranes and lifting devices during execution of the maintenance activities at the plant. In all instances the lifting of containers and equipment possess a safety risk which is directly related to the condition and performance of the lifting device. Failure of the lifting device can result in serious plant and equipment damage and can seriously injure and even kill personnel working in the vicinity where the lifting is being done. The inherent risk in the use of cranes and lifting devices has resulted in legislation governing the inspection, testing and maintenance of the equipment used for lifting of other equipment and material. Most of the maintenance specified in the maintenance strategy and plan is statutory in nature. This means that the work to be done is pre-defined in applicable standards, which are based on detail analysis of previous equipment failures and pre-empting plant failure using evaluation techniques such as reliability centred maintenance (RCM)

1.1 Plant description

The system is comprised of the 115 cranes, hoists and lifting equipment at Matimba power station. The lifting equipment is integral to the functioning of the station. Without the equipment several maintenance activities cannot be performed. It is essential that all the lifting equipment are maintained to meet statutory regulations and Matimba standards.

➤ Below is the list of systems with functional locations of the equipment's:

• Air-conditioning Workshop crane	00SMD 50AE100
• Ammonia Plant crane	00LND 01AE001
• Ash Conditioner's cranes	(01/02/03)SMB 00AE001
• Bucket Elevator Conveyor cranes	(10-60)SMB 01AE001
• Chlorine Handling crane	00SME 40AE002
• Cooling Tower (North & South) cranes	(01/02)SMA 10AE002
• Coal Circular cranes	(10-60)ECE 10AE100
• Coal Extendable Conveyor cranes	(10-60)ECE 20AE100
• Drive Head T1A & B crane	00ECA00 AE100
• Force Draft (A & B) cranes	(10-60)SMF(10/20)AE(100/200)
• Inclined Conveyor cranes	(01/02/03)UEF 20AE(100/200)
• Induced Draught Fan cranes	00SMF12 AE100
• Locomotive Shed cranes	00SMD30 AE001
• Low Pressure Services crane	00SME10AE001
• Mill cranes	(10-60)SMF (10/20)AE(100/200)
• Mechanical Maintenance Workshop crane	00SMD 10AE001
• Plater Shop crane	00SMD 10AE001
• Precipitator cranes	(10-60)SMF (20/10)AE100
• Primary Air Fan cranes	(10-60)SMF (21/11) AE100

- Over – Silo cranes 00ECA 00AE100
- Semi Portable North & South cranes (01/02)SMT20
- Stacker Reclaimer crane 00EAD 01AE001
- Turbine Hall crane 00SMT 10AE100

➤ In addition to the lifting equipment there are various roller doors that need to be maintained:

- Fire station (East) folding door LHS 10-00USG10AB100
- Fire station (East) folding door RHS 10-00USG10AB101
- Fire station (West) folding door LHS 10-00USG10AB200
- Fire station (West) folding door (RHS) 10-00USG10AB201
- Stores folding shutter door (East side) 10-00UST01AB005
- MMD workshop/stores folding shutter door (East) 10-00UST01AB006
- Stores folding shutter door (West side) 10-00UST01AB007
- Roller shutter door (West side) workshop 10-01UYR01AB001
- Stores folding shutter door (North side) 10-00UST01AB008
- Roller shutter door (South) 10-00UYN10AB101
- Roller shutter door (South side) 10-01UGD01AB001

2 Supporting clauses

2.1 Scope

2.1.1 Purpose

The core of this document is to provide an intensive scope of work for execution of lifting equipment's repairs, inspection and services and safety compliance of all the lifting equipment's in Matimba. Lifting equipment's maintenance must be executed as per the maintenance specification and or requirements stipulated in the strategy in order to keep the utility operating optimally and ensuring the availability and reliability of all the equipment's in the Station.

2.1.2 Applicability

This document shall apply throughout Matimba Power Station Overhead cranes, Permanent Hoists and Lifting Devices. The document is to affect all crane operators, and maintenance users of the equipment. In addition to this the document will affect engineering and ultimately production.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] Occupational Health and Safety Act, 85 of 1993
- [2] Supplier Contract Quality Requirements Specification

[3] GGR 0992 - Plant Safety Regulations

[4] PA/244/001- Waste oil, grease and contaminated materials and soils management to minimise environmental impact

2.2.2 Informative

[1] SANS 50081 – 1: Safety rules for the construction and installation of cranes.

[2] SANS 1599 – 2: Power – driven mobile cranes.

[3] SANS 4309: Cranes – Wire ropes: Care, maintenance, installation, examination, and discard.

[4] SANS 4310: Cranes – Test code and procedures

[5] SANS 12478 – 1: Cranes – Maintenance manual.

[6] SANS 12480 – 1: Cranes – Safe use

2.3 Definitions

Definition	Description
Employer	Eskom or Eskom Matimba power station representative appointed in writing.
Contractor	Service provider contracted for supply specific service to Eskom Matimba Power Station.
Maintenance	A combination of all technical, administrative, and managerial actions during the life cycle of an item intended to retain it in, or restore it to, a condition in which it can perform the required function.
Maintenance Strategy	The type of maintenance selected for specific plant and equipment, such as time or condition-based maintenance, corrective or preventative maintenance.
Maintenance Plan	A plan that details the maintenance that needs to be done on a specific plant item or component and the frequency and quality requirements for that maintenance.
Maintenance Schedule	The timing of the Maintenance Plan information stipulating when in the calendar year, work needs to be done.
Preventive Maintenance	Planned time or schedule-based maintenance carried out with the explicit objective of preventing functional failures and is directed towards maintaining the physical condition of the plant or equipment. It includes scheduled overhauls and scheduled replacement of worn-out parts or failure prone components.
Corrective Maintenance	The process of restoring plant and equipment which have failed or deteriorated to a state which renders it unable to meet the acceptance criteria required for its particular application.

Inspection	Activities, which by means of examination, observation or measurement, determine the conformance of material, parts, components etc, to predetermined specifications and quality requirements.
In-service Inspection	All inspection and testing conducted on plant and equipment at regular intervals and prescribed by regulatory and statutory codes or other types of specification throughout its service life.
Lifting Machinery Entity	A legal entity approved and registered by the chief inspector in terms of regulation 19 of the Driven Machinery Regulations.
Lifting Machinery Inspector	A person who is employed by a Lifting Machinery Entity and who is registered by the Engineering Council of South Africa in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)
Responsible Person	A person, who has been authorised to be responsible for ensuring that the work on the apparatus covered by a work permit can be, carried out with safety and within the terms of ORHVS.

2.4 Abbreviations

Abbreviation	Description
DEL	Department of Employment and Labour
KPI	Key performance indicators
GO	General Overhaul
SOW	Scope of work
PPE	Personal protective equipment
QCP	Quality control plan/ inspection and test plan
QMP	Quality management programme
SABS	South African Bureau of Standards
SAP	System, application, products
SHE	Safety, health and environment
RTF	Run to Failure
RP	Responsible Person
SANS	South African National Standards

LMI	Lifting Machinery Inspector
LME	Lifting Machinery Entity
ECSA	Engineering Council of South Africa
WTP	Water treatment plant
NDT	Non-destructive testing
SD & L	Skills, development & Localization
NCR	Non-conformance report

2.5 Roles and Responsibilities

2.5.1 Contract Manager

- a) Co-ordinating and manage contract budget and expenses.
- b) Ensure that the contractor operates within the budget.
- c) Holds monthly meetings with the contractor.
- d) Communicate technical interface between Eskom and the contractor.
- e) Ensure that all work performed complies with the OHS act regulation and quality requirements.
- f) Review, verify, and approve receipt of services/deliverables from the contractor.
- g) Manage and maintain all contract records and correspondence between the employer and the contractor.
- h) Ensure that the contractor complies with the conditions of contract.
- i) Resolving any deviations and breaches in relation to the agreed conditions of the contract
- j) Contracts manager must keep the original copy to file for history purposes.

2.5.2 Contract Supervisor

- a) Assign works order as per maintenance schedule issued by the planner at pre-determined interval.
- b) Obtain technical reports from the contractor supervisor, evaluate the information where necessary include identified defects.
- c) Assist contract manager with contract management administration.
- d) Assess any work completed and align it to the scope of work and task order.

2.5.3 Contractor

- a) All other maintenance activities to be performed in accordance with the relevant procedure and specification where applicable.

- b) The Contractor to provide technical support and advice on constant failure trends of the equipment.
- c) Provide consistent and cost-effective maintenance service.
- d) Ensure that the application and implementation of appropriate maintenance tools and innovative techniques.
- e) Develop Key performance Indicator (KPI), objectives and targets which support, and which is in line with the Employer's objectives.
- f) To provide adequate resources capabilities to carry out maintenance and inspection work and that support the Employer's objectives in line with contractual obligations.
- g) The contractor to adhere to all Employer's health and safety requirements and procedures on site.
- h) The contractor to provide relevant documentation for managing equipment's. This will include all records keeping of all activities, plant conditions and quality control and safety documentation.
- i) The contractor shall comply with all relevant SABS standards, OHS Act 1993 and with the Employer's standards as specified from time to time.
- j) The integrity of the plant is maintained within the parameters specified by the Employer.
- k) The contractor shall record and report to the Employer the following:
 - All incidents and equipment failure to be reported to the Employer within the same day.
 - The contractor must provide all required reports for overall system performance.
 - The contractor submits to the Employer, a fully substantiated written damage report specifying the nature, scope and cost of rectification work required including a programme for execution.

2.6 Process for Monitoring

Item	KPI	Targets
1	No. of PM's due	0
2	No. of P1-P3 Overdue	0
3	Manpower Utilisation	>63%
4	No. of rework	0
6	Safety finding	< 1/M
7	Assessment >25 th of Month	0
8	No. of NCR's	< 1/Month
9	SD & L	100%
10	PSR authorisation	100%

Maintenance process monitoring shall be done by means of the following:

2.6.1 Process Control Manuals (PCM)

- [1]. 32 – 1303 Process Control Manual (PCM) for Execute Maintenance Work.
- [2]. 32 – 1304 Process Control Manual (PCM) for Manage Work.

2.6.2 On – Line Maintenance

- [1]. Preventive Maintenance Compliance.
- [2]. Notification Response Compliance.
- [3]. Statutory Order Violations.
- [4]. Emergent Work.

2.7 Related/Supporting Documents

- Monthly KPI's

2.8 Site Visit Requirements

- a) Site induction must be done before commencing with any work.
- b) Contractors must bring own personal protective equipment (PPE).
- c) All communication must be in a form of writing.

3 Document content

3.1 Scope

Maintenance of above include 1 yearly statutory inspection, 6 monthly inspection and other periodic checks as per maintenance strategy or as when required and in accordance with the minimum designated frequency in accordance with the "Occupational Health and Safety Act 85 of 1993", and Eskom maintenance standards in order to ensure safe operation and reliability of the system.

The scope of work covers maintenance of the following equipment's:

- Lifting equipment's (Overhead Cranes: 1.5 ton to 100 ton)
- Crawl beams (200kg – 132 ton)
- Beam Crawlers
- Lifting tackles
- Hand powered lifting
- Mobile Cranes (18 to 60ton)
- Forklifts (4 to 12 ton)
- Roller doors/Electrically driven doors

- Procurement of non-stock materials

Below is the breakdown structure of lifting machines components that are to be maintained:

3.1.1 Crab (Bogey) Assembly

Crab Structure

3.1.2 Main Hoist

Drum

3.1.3 Rope

- Guide
- Drum Anchorage

3.1.4 Hook

Hook Block

3.1.5 Rope Sheaves

3.1.6 Drive Train

- Motor
- Gearbox
- Electromagnetic Brake

3.1.7 Auxiliary Hoist

- Drum
- Rope
- Guide
- Drum Anchorage
- Hook
- Rope Sheaves
- Auxiliary Hoist,

3.1.8 Drive Train

- Motor
- Gearbox
- Electromagnetic Brake

3.1.9 Crab

- Geared wheels
- Follower Wheels
- End Stops (Buffers)
- Chain Hoist
- Safety guards over rotating equipment
- Cabin Structure

- Control Panel
- Door
- Windows
- Power Supply/Switchgear
- Lighting

3.1.10 Bridge

Structure - general

3.1.11 Girders

- Main Travel Assembly
- Rocker pin assembly

3.1.12 Bridge Main Travel Assembly

- Motor
- Gearbox
- Electromagnetic brake
- Geared (Drive) wheels.
- Drive Shaft
- Ungearred (Trailing) wheel assemblies.
- Rocker pin assembly

3.1.13 Ungearred wheel assemblies

- Mechanical link assembly
- Floodlight assembly

3.1.14 Cross Bridge Power Feed

- C-rail/Diamond rail trolleys with rollers
- C-rail/Diamond rail
- Power cables
- Bridge Buffers
- Walkway and hand railing
- Control Panels
- Resistors
- Motion Limiters
- Load limiters
- Speed limiters (100-ton crane only)
- Overload alarm Annunciator
- Brush gear

3.1.15 Bridge

Safety guards over rotating equipment

3.1.16 Pendant Control Panel

- C-rail/Diamond rail
- C-rail/Diamond rail trolleys with rollers

- Pendant winch with slip ring drum
- Orange rotating warning light
- Lever Arm Operated Brakes
- Electromagnetic brakes

3.1.17 Gantry structure

- Crane Tracks
- Gantry Horizontal Copper Leads (Bus bars)
- Gantry down Shop leads to switchgear (ID Fan & Coal Silo cranes)
- Crawl beams and Cantilevers
- H-Beam/I-Beam
- Bolting
- Safe Working load signage

3.1.18 Roller doors (Electrically driven doors)

- Electrical motor.
- Power supply.
- Guide rails.
- Bearings.
- Door slats and panels.
- Toothed gear.
- Tension springs.
- Weather seals.
- Support structure.

3.2 Technical Scope of Work

The Services provided by the contractor under this contract includes provision of 24 hours maintenance service of Lifting equipment's, Crawl beams, Lifting tackles, Hand powered lifting, Mobile Cranes, Forklifts and Roller doors/Electrically driven doors.

The Scope of work is not limited to normal, preventative (PM) and Corrective (CM) maintenance and emergency work. Furthermore, the service required include the following activities:

3.2.1 Lifting equipment's: Inspection and testing

- Visual inspection on nylon slings, chain slings, chain locks, lever hoist, crawls, shackles, eye bolts, and plate grabs, tirfor, forklifts, and mobile jacks.
- Load testing of steel slings, chain slings, chain blocks, lever hoists, crawls, tirfor, forklifts, and mobile jacks.
- Inspection/thorough examination of lifting tackles to determine safe use.
- Crack testing of shackles, eye bolts, plate grabs, and crawls
- Repair and replacements of chain locks, lever hoists, and crawls where necessary.
- Removal and installation of chain blocks and crawls in the plants.

- Provision of service reports and test certificate after completion of work orders.

3.2.2 Cranes, Hoist and Crawl Beams: Inspection, repair, and testing

- Thorough examination of hand powered lifting devices to determine safe use.
- Thorough examination of forklifts and mobile cranes to determine safe Lifting.
- Crawl runways beam visual inspections.
- Load testing of hand powered lifting devices
- Load testing of lifting tackles (only as and when required).
- Load testing of forklifts and mobile cranes.
- Load testing of crawl/runway beams.
- All Runway/crawl beams with no overhead crane should be regarded as unsafe and should be Inspected / examined and load tested and certified safe for use before use.
- Repair and replacement of lifting equipment where necessary.
- Removal and installation of chain blocks and crawls in the plant.
- Issue complete service and inspection/examination reports and load test certificates complete with measurements to be issued after completion of work orders. The inspection report should have a quotation attached for repair of the lifting equipment for all defects identified.
- Inspect, examine and service all cranes according to applicable SANS standards.
- Inspect hooks for any deformation Perform complete NDT inspection of hook to determine both internal and external defects and compare with previous records
- Monitor rope condition, to predict the Safe-End-of- Service Life of wire rope to applicable standards.
- Load test of all overhead cranes.
- Check for any dimensional changes to connections indicating deterioration of connection especially after load testing of crane.
- The load test to be done with concrete weights as far as possible (If not possible, water at the station can be used, but the contractor is responsible for the filling of the water bags and provision of water bags needed for load testing).
- Issue Complete Service and inspection/examination reports and load test certificates complete with measurements to be issued after completion of work orders. The inspection report should have a quotation attached for repair of the crane for all defects identified.
- Contractor to develop QCP on all critical tasks and submit to the Employer for support before execution of the tasks.
- Unexpected breakdowns or sudden failures to be attended as per routine maintenance procedure.

3.2.3 Electrical Servicing Scope

- Replace any damaged wires or cables.
- Tighten any loose connections on the wires and control circuits.

- Check the functioning of the sensors and repairs or replace where required.
- Replace any damaged emergency lights.
- Replace any faulty components in the Lifting machines (including mobile lifting machines) circuits.
- Lights to be inspected and replaced if required.
- Any mechanical failure on the lifting machines (including mobile lifting machines) must be repaired.
- Report any faulty lights to the Supervisor or Responsible Person.
- Any other deviations and defects must also be reported to the Supervisor or Responsible Person.
- Fault finding on the lifting machines (including mobile lifting machines) must be done in case of malfunction.
- Replace any faulty motor, motor drives and/or control circuit must be replaced or repaired where required.
- Provision of damage report of faulty motors and pictures, clearly outlining breakdown of parts.
- Any default or defects on the lifting machine must be reported and attended to within 1 calendar day.
- Maintenance of Variable Speed Drives (VSD's)

3.2.4 Roller doors: Inspection, testing and repair.

- Monthly inspection and testing of listed roller doors. Inspection and testing to include balancing of doors.
- Cleaning of guide rails.
- Degreasing and regreasing of moving parts and guide rails every 90 days.
- Re-balancing as required.
- Issue complete service and inspection/examination reports.
- Replacement of damaged slats.

3.2.5 Spares Requirements (Supply all required spares as and when required)

- The supplier to provide Eskom with mark-up or handling fee percentage for the spares and original quotation to be submitted to the contract manager for approval before the purchasing.
- The supplier will ensure that the correct spare is supplied and will replace or be liable for damage at his/her cost if the incorrect or defective spare/s is supplied. The costs may include, but not be limited to, repairs and/or plant downtime as a result of a defective or incorrect spare, to the maximum agreed value.
- The acceptance of delivered spare/s does not absolve the supplier of the liability to supply the correct and/or defect free spare.

- The supplier may at the contract manager's discretion, be given access to the plant to verify the information of the installed spare.
- The spare must be exactly the same (i.e., same Part Number) as specified on this works information and the part number will also be used to perform quality control checks.
- The contract manager may at his/her discretion make the system Engineer or others available to the supplier for the purpose of soliciting additional information or verifying information as the need arises.
- Where the spare requires testing, the supplier will inform the contract manager to invite or make available the system Engineer to witness the tests.
- Should the contract manager be dissatisfied with all or certain aspects relating to specific spare tests (Including but not limited to suspected inferior quality or non-compliance) the Supplier will make good, rectify the faults or supply a new spare at his/her cost.
- A complete price breakdown must be supplied with the quotations and must include the cost of transport to Matimba Power Station store warehouse. However, the contract manager reserves the right to use their own transport.
- Spares will be opened for inspection, counting and quality control check at the Matimba's stores.
- The Contractor must supply the lead time of all required items.
- Packaging must also include the necessary labels and data sheets to identify the items on supplier of spares.
- The employer will only be invoiced on spares procured and delivered to site by the Contractor once it is received at the Matimba Power station Warehouse.
- **Acceptance of spares**
 - No incorrect, damaged, or faulty spares will be accepted.
 - All the spares will be inspected before payment could be processed.
 - Where applicable, test certificates, material certificates, manuals, General Arrangement (GA) drawing/s, Approved Inspection Authority (AIA) stamps and signatures are to be provided as required.
 - All defective or incorrect spares and material will be rejected, and NCR will be issued for non-compliance with technical specification.
- **Warranty and Guarantee**
 - The employer requires twelve (12) months guarantee on all new spares.
- **Quality control standards:**
 - Employer and Contractor will conduct quality control and this QC shall comply with ISO 9001:2015 standards.

3.2.6 Continuous Improvement

- The Contractor shall implement continuous improvement program to optimize crawl beams, lifting machines (including mobile lifting machines, forklifts, and roller doors) and Lifting tackles performance and reduce failure rates.
- The Contractor will be responsible for participating in root cause failure investigations as required by the Employer.
- The Contractor will participate in improvement programs pertaining to overhead cranes and Crawl beams.

Note: Contractor Performance Target. 100% reliability of cranes and lifting equipment are non-negotiable, specifically because of the safety risk involved in use of the equipment this reliability requirement drives the maintenance approach on the cranes and lifting equipment's cranes, crawls beam and lifting equipment Inspection schedule.

3.2.7 Non-Exclusive Scope

a) Contract performance

- To provide a 24-hour service and standby team per day, seven (7) days of the week basis maintenance service.
- Optimisation of the system and equipment to reduce costs, maintain and enhance the condition of the equipment
- Maintain the equipment according to Eskom Computerised Maintenance Management System.
- Conduct inspection and testing of all equipment to assess and monitor equipment condition.
- Perform maintenance work in accordance with specified standard procedures and check sheet as agreed between the contractor and employer.
- All work performed within the parameter of the scope of work.
- To keep all instructions/ procedures on hand and supply Eskom power station with reference to be included in this document add supply record and history requirements.
- Ensure that the work is performed to the highest standard and safety standards and regulations.
- Ensure crane, crawls beam and lifting device performance is guaranteed by the adhering to the best maintenance practice and equipment safe working boundaries
- The contractor will be required to purchase all non-stock items spares for the replacement and maintenance based on the work order and defects. The contractor will only use spares that are approved by Eskom.
- The employer shall QC all purchased material on delivery.
- The employer shall witness critical steps during the process of refurbishment of spares where necessary.
- The ownership and management of the critical spares resides with the contractor
- The contractor shall timeously identify delays and adjust plans accordingly

- The employer will only be invoiced on spares procured by the contractor once it is consumed or used in the plant.
- The Contractor will be required to supply spares in which all claims will be supported by substantiating documentation. (At least provide a minimum of two quotation for cost comparison.
- All spare parts replacements must be of the same brand that is in use on the equipment

NB: The contractor to supply other material required for the normal and emergency maintenance of the cranes, crawl beams and lifting equipment.

b) Acceptance of spares

- No incorrect, damaged, or faulty spares will be accepted.
- All the spares will be inspected before payment could be processed.
- Where applicable, test certificates, material certificates, manuals, General Arrangement (GA) drawing/s, Approved Inspection Authority (AIA) stamps and signatures are to be provided as required.
- The Supplier will provide references of companies they have supplied similar spares to, the respective supply order/contract value, as well as the contact's name and numbers.
- All defective or incorrect spares and material will be rejected, and NCR will be issued for non-compliance with technical specification.

➤ **Warranty and Guarantee**

1. The employer requires twelve (12) months guarantee on all new spares.

➤ **Quality control standards:**

1. Employer and supplier will conduct quality control and this QC shall comply with ISO 9001:2015 standards.

c) Site Facilities provided by Employer:

- Workshop.
- Electricity, water, and ablution facilities at no cost to the contractor.
- Office facilities at no cost to the contractor.
- Secure parking for vehicles
- Secure storage for plant and materials
- All plant and materials excluding consumables.

d) Services Provided by the Contractor

- The *Contractor* shall be required to supply a maintenance service in terms of the scope of work of a permanent basis for the duration of the contract period.
- The contract period for this contract is 8 months.
- The Contractor shall be based at Matimba Power Station on a permanent basis for the duration of the contract period.
- The Contractor shall supply their own tools.
- The Contractor shall provide a comprehensive list of all tools and electrical equipment to be used for the Maintenance Service before entering the premises of the Employer.
- All Testing equipment shall be calibrated and approved by a SANAS accredited supplier. Calibration certificates shall be made available to the Employer and all equipment used must have valid calibration at all times.
- All tools and electrical equipment shall be checked for compliance purposes before commencement of work and during the period of contract by the Employer.
- Contractor will be required to hire water bags where required for performing load testing and add handling fees accordingly.

e) Transport

Vehicle transport to and from the Employer's Premises

- The Contractor shall be responsible to provide means of transport in order to get employees, spares, and tools onto and out from Employer premises.
- The Contractor shall ensure that all employees who is authorised to drive a motor vehicle/ specialised vehicle have the required authorisation to do so.
- All contractor transportation entering Matimba site shall be roadworthy and comply with Eskom standard.

3.3 Training and Competencies

The contractor will be required to transfer skills to Eskom employees. Eskom will provide plant safety regulations (PSR) and operating regulations for high voltage systems (ORHVS) module 1 training to the contractor personnel allocated to this contract. It is expected of the contractor to be PSR authorized from the start of the contract.

The contractor shall submit the following documentations and credentials to the employer.

- The Contractor shall submit their key personnel qualifications which include certificates and curriculum vitae.
- The contractor shall provide the employer with accreditations certificate and previous references.

- The Contractor is required to have a minimum of **one** personnel authorized as responsible person (RP) (It must be one of the execution team) so that they can be able to take permit to work for the tendered SOW.
- The Contractor must have **two** of the semi-Skilled employees accredited as LTI (lifting tackle inspector).

3.4 Guarantee on repairs.

- The employer requires 3 months guarantee on all repair work done and repeat failures will be measured.
- The Contractor must develop and submit QCP for all Critical tasks to the Employer for support before commencing with work.

3.5 Safety precautions

The contractor shall follow all Eskom's safety requirements including all lifesaving rules and regulations required to perform the work. No work will be performed without a permit to work being issued; therefore, the contractor must be authorised to take permit within 6 months from the award of the contract or contract start.

3.6 Deficiencies and modifications

No modification shall be done on plant and equipment without notifying the employer and system engineer or contract manager.

3.7 Turnaround Time

- a) Turnaround time for maintenance execution tasks are as per Eskom routine work management procedure.

3.8 Data Pack

After failure, an investigation must be conducted. The following shall be submitted to the employer:

- Failure analysis report with pictures.
- Detailed service report specifying the work to be done.
- The contractor shall supply quality assurance plan in accordance with the requirement of ISO 9001:2015 to the employer for approval. This plan must ensure an integrated quality service as part of the contract. All quality hold points, and witness point must be done in the presence of an Eskom employee. Quality documents to be handed to the employer.

3.9 Quality control standards

Quality control plan shall be produced, maintained, and implemented per task as agreed by the employer. The QCP must be discussed with the employer for approval. This QCP shall comply with ISO 9001:2015 standards. Any amendments to the QCP shall be discussed with the employer for approval.

3.10 Eskom Policies

The contractor's employees shall comply with Eskom's policies and site regulations, including but not limited to the use of cell phone while driving, work/activities in restricted areas, adherence to Eskom's lifesaving rules, smoking policy, zero tolerance on alcohol usage, etc. these requirements will be discussed in detail during induction training process.

3.11 Emergency

The contractor will be required to attend to emergency work at no extra cost.

3.12 SHEQ requirements

- Provide safety requirements related to activities identified in the scope of work.
- The Contractor complies and ensures the compliance by its employees, agents, and Subcontractors 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; and
- The health and safety plan prepared by the Contractor in accordance with the SHEQ requirements.
- The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware of on the Site to the Contract Manager.
- 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 contactable 24 hours a day.
- 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 Subcontractors, to the extent permitted by the OHSA.
- The Contractor ensures that all services or works or goods supplied in terms of the Contract conform to all applicable environmental legislation. Eskom's environmental /SHEQ policy must be adhered to as a minimum.
- The contractor must supply and provide with required or necessary PPE to his or her employees at all times for free of charge.

3.13 Meetings

- a) Contractor is required to attend a daily toolbox meeting as when required.
- b) A monthly SHEQ meeting as when required.

- c) A monthly technical feedback meeting as when required.
- d) Any other meeting that may be initiated and scheduled by the contract manager or contract supervisor as when required.

3.14 Core crew

- a) Supervisor (x1)
 - Min of N5 electrical/mechanical.
 - Valid Trade test certificate in electrical or mechanical.
 - Min of 5 Years experience on a supervisor level as per the SOW.
- b) Crane technicians (x3)
 - Min of N4 in electrical/mechanical.
 - Valid trade test certificate in electrical/mechanical.
 - Min of 5 years' experience as Technician as per SOW.
- c) Semi-skilled or Assistant Technicians (x4)
 - Min of Matric or N3 in electrical/mechanical.
 - Min of 5 years' experiences as Semi-skilled as per the SOW.
- d) Lifting Machinery inspectors (x1).
 - Valid and current certified proof of registration with ECSA.
 - Min of 5 years' experiences as per the SOW.
- e) Safety officer (x1).
 - Min of National Diploma in Safety.
 - Min of 5 years' experience in Safety.

Item No.	Description	Unit of Measure	Rate
1	24/7 Hour Maintenance and inspection of all Overhead cranes, Mobile cranes, crawl beams, lifting equipments and load testing	Monthly	
2	Safety file	Once-Off	

Item No.	Description	Unit of Measure	Rate
3	Site Establishment	Once-Off	
4	Site De-Establishment	Once-Off	
5	PPE	Yearly	
6	Transport LDV	Monthly	
7	Transport (home-work-home)	Monthly	
8	Medicals	Yearly	
9	Spares/Material Overhead and Profit Percentage (Mark-up)	Percentage	

4 Technical evaluation

Mandatory Criteria:

- a) Current and valid Lifting machinery entity (LME) certificate with Department of Labour.
- b) Lifting Machinery Inspector: Valid and current certified proof of registration with ECSA.

Technical Aspect	Criteria	Score	Weighting %
Submit proof of experience as per SOW in the form of Purchase order/s, contract numbers of project completion certificate/s (Start date, end date, SOW, and value of the project to be provided)	5 and more years' experience as per the SOW provided (Signed Contract, signed completion certificate)	5	50
	3-4years experience as per the SOW provided (Signed Contract, signed completion certificate)	4	
	1-2 years' experience as per the SOW provided (Signed Contract, signed completion certificate)	2	
	No experience	0	
Has this tenderer provided a load test certificate which was done previously	Has the tenderer submitted the load test certificate	5	10
	Not Provide	0	
Submit valid and certified copies of qualifications, Identity document and Curriculum vitae with references. The stamp shall be clear, and it must not be older than a period of three months (A minimum of one Supervisor must be submitted)	1. Supervisor with min of N5 electrical/Mechanical, Trade test in electrical or mechanical, Min of 5 years' experience in a supervisor level as per the SOW OR Supervisor with 10 years or more experience on overhead cranes and lifting equipment's system with training certificates, trade test certificate in electrical or mechanical.	5	15
	2. Supervisor with min of N5 electrical/Mechanical, Trade test in electrical or mechanical, Min of 3 years' experience in a supervisor level as per the SOW OR Supervisor with 7 years or more experience on overhead cranes and lifting equipment's system with training certificates, trade test certificate in electrical or mechanical.	4	
	3. Supervisor with min of N5 electrical/Mechanical, Trade test in electrical or mechanical, Min of 2 years' experience in a supervisor level as per the SOW OR Supervisor with 5 years or more experience on overhead cranes and lifting equipment's system with training certificates, trade test certificate in electrical or mechanical.	2	
	No experience	0	

Technical Aspect	Criteria	Score	Weighting %
Submit valid and certified copies of qualifications, Identity document and Curriculum vitae with references. The stamp shall be clear, and it must not be older than a period of three months (A minimum of Three Crane Technicians must be submitted)	1. Min of N4 Electrical/Mechanical, Trade test certificate in electrical or mechanical, Min of 5 years' experience as Technician on overhead cranes and lifting equipment OR 2. Technician with 10 years or more experience on overhead cranes and lifting equipment's with training certificates, trade test certificate in electrical or mechanical	5	15
	2. Min of N4 Electrical/Mechanical, Trade test certificate in electrical or mechanical, Min of 4 years' experience as Technician on overhead cranes and lifting equipment OR 2. Technician with 7 years or more experience on overhead cranes and lifting equipment's with training certificates, trade test certificate in electrical or mechanical	4	
	3. Min of N4 Electrical/Mechanical, Trade test certificate in electrical or mechanical, Min of 3 years' experience as Technician on overhead cranes and lifting equipment OR 2. Technician with 5 years or more experience on overhead cranes and lifting equipment's with training certificates, trade test certificate in electrical or mechanical	2	
	No experience	0	
Submit valid and certified copies of qualifications, Identity document and Curriculum vitae with references. The stamp shall be clear, and it must not be older than a period of three months (A minimum of Four Semi-skilled must be submitted). Two Semi-skilled must be accredited as LTI (Lifting Tackle Inspector).	1. Min of Grade 12 (Maths and Physical sciences) or N3 (Electrical or Mechanical), Min of 5 years' experience on overhead and lifting equipment's OR 2. Semi-skilled with 10 years or more experience on overhead cranes and lifting equipment's, with certificates as per SOW	5	10
	2. Min of Grade 12 (Maths and Physical sciences) or N3 (Electrical or Mechanical), Min of 3 years' experience on overhead and lifting equipment's OR 2. Semi-skilled with 7 years or more experience on overhead cranes and lifting equipment's, with certificates as per SOW	4	
	3. Min of Grade 12 (Maths and Physical sciences) or N3 (Electrical or Mechanical), Min of 2 years' experience on overhead and lifting equipment's OR 2. Semi-skilled with 5 years or more experience on overhead cranes and lifting equipment's, with certificates as per SOW	2	
	No experience	0	

a. Commercial evaluation

- Financial Evaluation to be carried out by Finance personnel.
- Commercial documents should be signed by Commercial Manager.

5 Record(s)

- Users should keep records of signed minutes, attendance registered, and all communications must be recorded in an email and kept in a file.
- All records and archives are to be recorded using Eskom Systems. Expected records to be captured reported and archived are daily logs of plant inspections and defects, weekly and monthly records of each contractor and any other report that might be deemed necessary by Matimba Power station.
- All records should be submitted manually and electronically to the relevant Contract supervisor or Contract manager. Any records or drawings developed will remain property of Eskom Matimba Power Station. All communications must be recorded in an email and kept in a file.

6 General:

- Housekeeping must always be good and follow proper stacking standards.
- Employees must be provided with proper accommodation at least with water, lights, and sanitation.
- Assessments to be submitted on the 25th of every month, failure to submit will lead to NCR being issued.

7 Acceptance

This document has been seen and accepted by:

Name & Surname	Designation
Musa Maswanganyi	(Manager- Technical Support)
Amelia Shiang	Engineer Prof Engineering
Mahlomola Mabelane	Middle Manager Maintenance
Gift Nkuna	(Manager Engineering- Auxiliary)
Kgaugelo Rametse	Middle Manager Compliance and GMR 2.1
Sibusiso Mngoma	Snr Technologist Engineering
Thando Mjada	Snr Technician Maintenance (QC)
Rene Davel	Engineer Prof Engineering- Civil
Mpolokeng Mampane	Line Manager Engineering - Civil
Maropeng Seshoka	Snr Supervisor Technical
Hebert Morena	Officer Safety Health & Environment

8 Development Team

The following people were involved in the development of this document:

- Distribution list

9 Acknowledgements

- Distribution list