

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION



NEC3 Term Service Contract (TSC3)

Between	ESKOM DUVHA POWER STATION (Reg No. 2002/015527/06)	
And the		
for	MAINTENANCE SERVICE ON SUBMERSIBLE PUMPS ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS FOR DUVHA POWER STATION FOR A PERIOD OF 3 YEARS	
Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
Part C3	Scope of Work	
Part C4	Site information	
CONTRACT No.		

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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>	
C1.3	Pro forma Guarantees	
C2.1a	Pricing assumptions	
C2.2b	Price list	

Documentation prepared by: Gugulethu Khumalo

C1.1 Form of Offer & Acceptance**Offer**

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

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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:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

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

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION**Acceptance**

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information
Part C4	Site 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 original copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)			
Name(s)			
Capacity			
for the Employer			
Name & signature of witness	(Insert name and address of organisation)	Date	

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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	CPA	
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

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

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	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
		X1: Price adjustment on the 2nd year will be as per SLA between Generation and
		X2: Changes in law
		X17: Delay Damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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10.1	The <i>Service Project Manager</i> is (name):	Gugulethu Khumalo
	Address	Duvha Power Station P. O. Box 2199 Witbank 1035
	Tel	0136900686
	Fax	
	e-mail	khumalgb@eskom.co.za
11.2(2)	The Affected Property is	Duvha Power station
11.2(13)	The <i>service</i> is	Supply maintenance service on Submersible pumps on routine, non-routine on as and when required basis for Duvha Power Station for a period of 3 years.
11.2(14)	The following matters will be included in the Risk Register	Risks will be tabled in the risk register as they arise by both the Employer and Contractor
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	
21.1	The Contractor will ensure safety of personnel at work at all times,	
21.2	The contractor will repair or replace on an inspection which are discovered to be potentially dangerous to the safety of the public, irrespective of whether such parts are excluded from the contract or not	
21.3	Authorised persons Only person authorized with valid qualifications will work on the contracts specifications and also in the case of subcontractor, the employer may ask for CV's and qualifications, certificates etc. which will be kept on safety file	

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21.4	The contractor guarantees to utilize approved parts, components and lubricants. Eskom QC representative to inspect and certify. Contractor is not allowed to subcontract more than 25% of the contract.	
3	Time	
30.1	The <i>starting date</i> is.	31/06/2019
30.1	The <i>service period</i> is	3 years
4	Testing and defects	2 days
5	Payment	
50.1	The <i>assessment interval</i> is	After completion of every Task order
50.5	The low service damage are	<p>Plant Rework For any plant rework the contractor will be held accountable:</p> <ul style="list-style-type: none"> For any negligence on the plant the contractor will held accountable. And if this continues further a non- conformance report will issued to the contractor. <p><u>An early warning will be sent</u></p> <ul style="list-style-type: none"> If there is emergency work , and for work which was given to contractor but delays to begin without any written communication(plan of action) by contractor to Eskom project manager and R2500 penalties per day will be charged to contractor by Eskom if work is not complete within 48 hours after warning was sent Written communication (plan of action) should consist of the reason for the delayed repairs, delay time and the period of which the work is expected to completed , must be sent to the project manager via-email or fax within 12 hours of the notification for work Eskom project manager will receive the communication and can either decline or accept plan <p>Plant breakdown call-outs The contractor shall provide a callout service to respond to any emerging work at any time after contractor's working hours, providing 24 hours standby service, with a response time of one hour Call-out shall only consist of emergency work validated by Eskom personnel.</p>

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		<ul style="list-style-type: none"> The call-out response time will be 1 hour, failure to this will result to penalties of R800 per hour till contractor's personnel arrives on site, delayed damages are to a maximum of 30% of the overall monthly task order In the case of work longer than 4 hours, a repair plan must be submitted to Employer within 12 hours. 	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	30 days	
51.4	The <i>interest rate</i> is	<p>(i) zero percent above 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 (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		
	These are additional compensation events:	1.	Work outside of scope/ Unplanned Emergency work Any compensation work to be done onsite must be agreed with the project manager before work commencement
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.	

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8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [•]
		2. [•]
		3. [•]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
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 relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
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)..
9	Termination KPA Budget	KPI The majority of the risk that leads to compensations is identified with mitigating actions on the risk assessment. Assessments are done as per the contract task order. Compensation events are notified immediately to enable accurate financial commitments. In the Event of the <i>Contractor</i> contravening any of the financial requirements, Defect notifications are issued; after the second Defect notification has not

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	<p>Time</p> <p>Quality</p> <p>Safety</p> <p>Environmental</p>	<p>been adhered to Termination will be considered.</p> <p>A defect notification shall be issued to the contractor Failure to comply with the program dates may lead to non-conformance report being issued. As per the contract delayed damages are 0,5% per day to maximum of 5% of the task Should the matter not be resolved after the issuing of two non-conformance reports the Employer may terminate the contract</p> <p><i>Contractor</i> complies with all Eskom's quality requirements and policies. On completion of the works, the QIP will be signed by the relevant Eskom Quality Controller. It shows all hold points and witness points for all critical activities. QIP's must be signed before assessments are made. For non-compliance, Early Warnings will be issued with follow-up meetings and in case of continuance, non-conformance report will be issued. If the Contractor fails to comply after two non-conformance reports have been issued, the <i>Employer</i> may terminate the contract.</p> <p>The <i>Contractor</i> attends induction and submits a safety file. The <i>Employer</i> Permit regulations will be strictly adhered to and monitored. In case of Safety violations, the work shall be stopped and non-conformance report will be issued. 0% tolerance on safety issues, ignorance will lead to termination of contract.</p> <p>The <i>Contractor</i> conforms to all the <i>Employers</i> environmental policies as stated in the contract data. Any deviations will be dealt with as follow; Early Warnings will be issued, a non-conformance report will be issued, after the first non-conformance report has been issued and if the non-conformance has not been corrected the <i>Employer</i> will have the choice to terminate the contract. The <i>Contractor</i> will pay a penalty of 0,5% of the task order value per area due to the deviation</p>
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	3 weeks.
11	Data for Option W1	

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W1.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)		
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	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		[•]	non-adjustable	
		1.00		
X2	Changes in Law -applicable			
X17	Low service damages • Response time to call outs – Time			

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	<p>to respond to call outs must be less than an hour.</p> <ul style="list-style-type: none"> • Equipment reliability and performance – All the equipment should be reliable and technician to ensure machines are working properly after installation and before leaving site. • Use of sub-standard equipment – Contractor to always use quality products for their equipment. • Non-compliance to safety requirements which may cause delays. 	
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The contract value
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</p> <p>http://www.eskom.co.za/live/content.php?Item_ID=9248</p>
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 and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <p>http://www.eskom.co.za/live/content.php?Item_ID=9248</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

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		<ul style="list-style-type: none"> • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
X20	Key Performance Indicators <ul style="list-style-type: none"> • Response time to call outs • Performance of the equipment • Safety compliance • Use of skilled personnel to execute the work 	
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 and the Electricity Distribution Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the	

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	<i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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.</p> <p>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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

Z5.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete from the last sentence in core clause 61.3, "unless the <i>Service Manager</i> should have notified the event to the <i>Contractor</i> but did not".

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

Z10	<i>Employer's limitation of liability</i>
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in 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 judicial management order granted against it.
Z12	Contract Price Adjustment
The <i>base date</i> for indices is:	

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. Details of the insurance itself are available from the internet web link given below.

- 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.
- 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.
- 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.
- 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.
- 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.
- Further information and full details of all Eskom provided policies and procedures may be obtained from:**

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

http://www.eskom.co.za/live/content.php?Item_ID=9248

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION**Annexure B: The *Employer's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

PART 2: PRICING DATA**TSC3 Option A**

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

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

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION**C2.1 Pricing assumptions: Option A****The conditions of contract****How work is priced and assessed for payment**

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <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. <p>(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.</p>
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This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

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

Link to the Contractor's plan

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

Preparing the price list

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION**C2: Pricing Data****C2.2 Price List****Preliminary and general**

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
1	Transport costs for the collection of the damaged pumps from site and delivering them back to site	Number of trips	1			
2	Strip submersible/sluice pump, assess and inspect all parts, paint and fit name tags	EA	1			
3	Test run (112KW pump), certificates and documentation	EA	1			
4	Test run (90KW), certificates and documentation	EA	1			
5	Test run (less than 90KW), certificates and documentation	EA	1			
6	Strip electric panel, assess and inspect all parts, paint and fit name tags	EA	1			
7	Pump assembly	EA	1			
8	Electric panel assembly	EA	1			
9	Issuing of COC for electric panel	EA	1			

**TSURAMI PUMP MODEL NO:
80SFQ211-52**

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
6	Replace set of fasteners (Hex.Bolts, Hex.Nuts, Pan Screw, Spring Washer, Wave Washer)	EA	1			
7	Gland	EA	1			
9	Cabtyre Cable Set (8m)380/400/415V-50Hz	EA	1			
10	Compression type Terminal- set	EA	1			
11	Gland 380/400/415V-50Hz- set	EA	1			
12	Cable Bush 380/400/415V-50Hz	EA	1			
13	Bush Washer 380/400/415V-50Hz- set	EA	1			
14	Stuffing Box 380/400/415V-50Hz- set	EA	1			
15	O-Ring- set	EA	1			
16	Terminal 380/400/415V-50Hz	EA	1			
17	Compression type Terminal 380/400/415V-50Hz	EA	1			
18	Eye Bolt- set	EA	1			
19	Motor Bracket	EA	1			
20	Rotor bearing	EA	1			
21	Lead Wire Protection Plate	EA	1			
22	Rotor	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

23	Impeller Key	EA	1			
24	Collar	EA	1			
25	Stator 380/400/415-50Hz	EA	1			
26	Key - set	EA	1			
27	Motor Frame	EA	1			
28	Rotor bearing	EA	1			
29	Oil Plug	EA	1			
30	Mechanical Seal	EA	1			
31	Oil Lifter	EA	1			
33	Seal Stopper	EA	1			
35	Air Release Valve	EA	1			
36	Packing	EA	1			
37	Pump Casing	EA	1			
38	Oil Seal	EA	1			
39	Shaft Sleeve	EA	1			
40	Impeller Shim	EA	1			
41	Impeller (50Hz)	EA	1			
42	Impeller Plain Washer	EA	1			
43	Impeller Spring Washer	EA	1			
44	Impeller Hex.Cap Nut	EA	1			
45	Suction Cover	EA	1			
46	Pump Stand	EA	1			
47	Pump Stand Spring Washer- set	EA	1			
48	Pump Stand Hex Bolts- set	EA	1			
49	Screwed Flange Hex Bolts- set	EA	1			
50	Screwed Flange	EA	1			
51	Screwed Flange Packing	EA	1			
52	Discharge Bend	EA	1			
53	Cable (10m)	EA	1			
54	REWINDING OF STATOR	EA	1			

**GOODWIN 100MM ANZE
SUBMERSIBLE SLURRY PUMP**

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
55	Casing	EA	1			
56	Impeller	EA	1			
57	Wear-Plate	EA	1			
58	Stator Housing	EA	1			
59	Stator Cover	EA	1			
60	Terminal Cover	EA	1			
61	Bearing Housing	EA	1			
62	ELCB Box	EA	1			
63	ELCB Lid	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

64	Shaft	EA	1			
65	Inducer	EA	1			
66	Stand	EA	1			
67	Impeller Locknut	1	1			
68	Shaft Sleeve	EA	1			
69	Adjustable Spacer 1.7mm thick	EA	1			
70	Adjustable Spacer 3.2mm thick	EA	1			
71	'V' Seal Housing	EA	1			
72	Mechanical Seal Housing	EA	1			
73	Cable Support	EA	1			
74	Cable Support Clamp	EA	1			
75	Perforated Bearing Cover Plate	EA	1			
76	Impeller Key	EA	1			
77	Stator Key	EA	1			
78	Rotor Key	EA	1			
80	Mechanical Seal Key	EA	1			
81	Rotor	EA	1			
82	Stator	EA	1			
83	Mechanical Seal	EA	1			
84	Top Bearing	EA	1			
85	Bottom Bearing	EA	1			
86	Waldes Ring External	EA	1			
87	Waldes Ring Internal- set	EA	1			
88	Top Bearing Locknut	EA	1			
89	Bottom Bearing Locknut	EA	1			
90	'O' Ring Mechanical Seal Housing	EA	1			
91	'O' Ring Terminal Cover	EA	1			
92	'O' Ring Stator Cover	EA	1			
93	'O' Ring Mechanical Seal Housing	EA	1			
94	'V' Seal	EA	1			
95	Stainless Steel Shim 0.2mm	EA	1			
96	Stainless Steel Shim 0.5mm	EA	1			
97	Dowty Washer	EA	1			
98	Tyvek Gasket	EA	1			
99	Rubber Gasket – Discharge	EA	1			
100	Fastener – Cable support clamp & Cable support to Terminal Cover	EA	1			
101	Fastener – Terminal cover to Stator cover & Stand to Casing	EA	1			
102	Fastener – Stator housing to Casing – set	EA	1			
103	Fastener – Bearing Housing Anti-Rotation Pin - set	EA	1			
104	Fastener – Stator Cover to Stator Housing - set	EA	1			
105	Fastener – Mechanical Seal Housing to Stator Housing - set	EA	1			
106	Fastener – Earth Stud (ELCB Box) -	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

	set					
107	Fastener – “V” Seal Housing Grub Screw- set	EA	1			
108	Terminal Lug Earth (2 per pump) - set	EA	1			
109	Inducer Securing Screw	EA	1			
110	Stud M16 X 70mm - Discharge - set	EA	1			
111	M16 Nut - Discharge - set	EA	1			
112	M12 Spring Washer – Stator Housing to Casing - set	EA	1			
113	M16 Spring Washer - Discharge - set	EA	1			
114	Rewinding of stator	EA	1			
115	M16 Washer - Discharge - set	EA	1			
116	Lifting Eye - set	EA	1			
117	Cable (15m)	EA	1			
118	Cable (30m)	EA	1			
119	Cable Gland	EA	1			
120	Feed-throughs - (Mains, 3)	EA	1			
121	ELCB Resistor	EA	1			
122	ELCB	EA	1			
123	Earth Sleeving	EA	1			
124	Stator Oil	Litres	1			

HIPPO PUMP MODEL NO: DPS 032 TEMP-SM-026

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
125	CASING VOLUTE	EA	1			
126	SHAFT STABILIZER BUSH HOLDER	EA	1			
127	SHAFT STABILIZER BUSH	EA	1			
128	IMPELLER	EA	1			
129	IMPELLER LOCKNUT	EA	1			
130	AGITATOR	EA	1			
131	SLINGER	EA	1			
132	PLATE WEARING	EA	1			
133	STAND END PLATE	EA	1			
134	OIL SEAL -set	EA	1			
135	SPACER SEAL	EA	1			
136	SPACER SEAL UPPER	EA	1			
137	75 mm MECHANICAL SEAL	EA	1			
138	ELBOW DISCHARGE	EA	1			
139	15/45KW 6 POLE ROTOR	EA	1			
140	16/45 kW 6 POLE 400V L300 STATOR	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

141	STATOR HOUSING	EA	1			
142	STATOR REWINDING	EA	1			
143	TERMINAL COVER	EA	1			
144	STATOR COVER	EA	1			
145	BEARING HOUSING	EA	1			
146	COVER STATOR SEAL UPPER	EA	1			
147	COVER STATOR SEAL LOWER	EA	1			
148	BEARING LOCKNUTS-set	EA	1			
149	BEARING COVERS-set	EA	1			
150	BEARING ANG. CON. DUPLEX-set	EA	1			
151	BEARING RADIAL	EA	1			
152	SHAFT	EA	1			
153	CC/70mmEXT x 2,5 ext BEARING RETAINING RING	EA	1			
154	CC/120mmEXT x 4 ext ROTOR RETAINING RING	EA	1			
155	MOTOR CABLE GLAND-set	EA	1			
156	1x 25mm ² x 4 core MOTOR CABLE 10 m	EA	1			
157	IMPELLER KEY	EA	1			
158	STATOR KEY	EA	1			
159	OIL PLUG	EA	1			
160	STRAINER	EA	1			

**DRAGFLOW PUMP MODEL
NO: EL1204MSHH**

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
161	IMPELLER (50 Hz)	EA	1			
162	MAIN SHAFT + ROTOR	EA	1			
163	MOTOR HOUSING + STATOR	EA	1			
164	CASING	EA	1			
165	OIL CHAMBER	EA	1			
166	UPPER WEAR PLATE	EA	1			
167	LOWER WEAR PLATE	EA	1			
168	SUCTION COVER	EA	1			
169	WEARING SPACER	EA	1			
170	AGITATOR	EA	1			
171	AGITATOR CONNECTOR	EA	1			
172	AGITATOR NUT	EA	1			
173	AGITATOR SPACER	EA	1			
174	AGITATOR SCREW	EA	1			
174	LOWER SEALS FLANGE	EA	1			
176	UPPER BEARINGS FLANGE	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

177	MOTOR FAN	EA	1			
178	UPPER SUPPORT	EA	1			
178	UPPER BEARINGS SPACER	EA	1			
179	MECHANICAL SEAL SPACER	EA	1			
180	SPRING SPACER	EA	1			
181	UPPER COVER	EA	1			
182	CABLE GLAND	EA	1			
183	CABLE RESIN BASIN	EA	1			
184	STRAINER	EA	1			
185	LIFTING FRAME	EA	1			
186	SEAL	EA	1			
187	MECHANICAL SEAL UPPER AND LOWER (MG1 – A1507113 - 7045)	EA	1			
188	THRUST BEARING 51217	EA	1			
185	BALL BEARING 6217	EA	1			

Item Nr.	Description	Unit	Service Qty	Total 3 year Qty	Rate	Price
189	BALL BEARING 6217 1RS	EA	1			
190	BALL BEARING 6314 2RS	EA	1			
191	INSULATOR SUPPORT	EA	1			
192	TERMINAL BOARD	EA	1			
193	POWER CABLE (default 20 m)	EA	1			
194	CABLE RESIN CASTING - set	EA	1			
195	CABLE GLAND- set	EA	1			
196	VALVE POP OFF	EA	1			
197	GREASE NIPPLE - set	EA	1			
198	CABLE (ANTICK RUBBER 50MM, 10M)	EA	1			
199	REWINDING OF STATOR	EA	1			

**WARMAN SUBMERSIBLE
PUMP MODEL: SHW**

Item Nr.		Unit	Service Qty	Total 3 year Qty	Rate	Price
200	TERMINAL COVER	EA	1			
201	STATOR	EA	1			
202	STATOR HOUSING	EA	1			
203	CASING	EA	1			
204	SUCTION HEAD	EA	1			
205	IMPELLER	EA	1			
206	IMPELLER NUT	EA	1			
207	PUMP STAND WITH STRAINER	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

208	SHIM FOR IMPELLER GAP	EA	1			
209	MECHANICAL SEAL COVER	EA	1			
210	MECHANICAL SEAL HOUSING	EA	1			
211	MECHANICAL SEAL	EA	1			
212	ROTOR	EA	1			
213	SHAFT	EA	1			
214	POWER CABLE 20m	EA	1			
215	UPPER BEARING	EA	1			
216	LOWER BEARING	EA	1			
217	BEARING LOCK WASHERS -set	EA	1			
218	BEARING LOCKNUTS – set	EA	1			
219	SEAL ANTI ROTATION PIN	EA	1			
220	STATOR HOUSING O RING	EA	1			
221	V-RING	EA	1			
222	SLINGER	EA	1			
223	SLINGER CLAMPING SCREW	EA	1			
224	FILL	EA	1			
225	DRAIN PLUG	EA	1			
226	VENT	EA	1			
227	REWINDING OF STATOR	EA	1			
ELECTRIC PANELS						
PANEL 1 – 112KW						
228	Main Breaker 3ph 3 pole, 400A, Eaton Cuttler Hammer, HMCP 400XS	EA	1			
229	Earth leakage relay, JCB61-1	EA	1			
230	MCB 2 pole, 6A	EA	1			
231	8 flat pin relays, 12A, 220V coil, Omron, LY2	EA	1			
232	Soft starter, AuCom, EMX 3	EA	1			
233	3ph Contactor, Eaton Cuttler Hammer, XTCS225L	EA	1			
234	Start button	EA	1			
235	Emergency stop button	EA	1			
236	Indication lamps	EA	1			
237	Connector blocks	EA	1			
PANEL 1 – 30KW						
238	Transformer, 400/220Vac	EA	1			
239	MCB 3ph, 175A, NF250-SWA	EA	1			
240	MCB 1ph 2 pole, 6A, SB2 C6	EA	1			
241	1ph 1pole, 6A	EA	1			
242	Soft starter/Varispeed, SOLCON, ISTART 72600-230-24-0-5	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

243	Start button	EA	1			
244	Stop button/Emergency button	EA	1			
245	Indication lamp	EA	1			
246	Connector blocks	EA	1			
	PANEL 1 – 90KW					
247	3ph Isolator, 400A 1000V	EA	1			
248	Transformer, 400/220V	EA	1			
249	2pole MCB, GW02042 C2	EA	1			
250	M20 Relay & CT's package, Ningi	EA	1			
251	Soft starter, WEG, SSW06	EA	1			
252	LCD, WEG, SSW06	EA	1			
253	Emergency stop button	EA	1			
254	Indication lamps	EA	1			
255	Connector blocks	EA	1			
256	Cooling fan, 220V	EA	1			
	PANEL 1 – 30KW					
257	3ph Isolator, 200A	EA	1			
258	3ph Contactor, 100A	EA	1			
259	Transformer, 600/220V, TR28	EA	1			
260	Fuse holder, 32A, Pmx	EA	1			
261	M20 Relay with core CT's package	EA	1			
262	Indication lamps	EA	1			
263	Start button	EA	1			
264	Stop button/ emergency	EA	1			
	PANEL 1 – 11KW					
265	3ph Isolator, 150A	EA	1			
266	3ph Contactor, 32A	EA	1			
267	Transformer, 600/220V, TR8	EA	1			
268	Fuse holder, 32A	EA	1			
269	M20 Relay with core CT's package, Ningi	EA	1			
270	Indication lamps	EA	1			
271	Start button	EA	1			
272	Stop button / Emergency button	EA	1			

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION**Price List B: Labour and transport rates only (as and when required for emergency basis only)**

SKILL		UNIT	OVERTIME TIME (AFTER HOURS, SATURDAYS AND SUNDAY/PUBLIC HOLIDAYS)
B1	Artisan (Electrical& Mechanical)	Hr	
B2	Semi skilled	Hr	
B3	Supervisor	Hr	
B4	Transport	km	

Price List C: Protective clothing and safety Equipment per/month

		Unit	Quantity required per month	QUANTITY PROPOSED FOR 3 YEARS	Price for each month	For proposed Quantity
C1	PPE AND SHE PROVISION	P/month	1	3		

C3: Scope of Work

C3.1 SCOPE OF WORK**C3.1 Works Information****1.1 SCOPE OF WORK / SPECIFICATION****Work to be performed by *the Contractor* for the works**

THE CONTRACTOR MUST BE ABLE TO PERFORM THE FOLLOWING ACTIVITIES COVERED IN SCOPE OF WORK, FAILING WHICH A 10% WILL BE DEDUCTED ON MONTHLY GROSS LABOUR CHARGED EFFECTIVE AFTER FOUR MONTHS WHEN THE CONTRACT IS IN PLACE/SIGNED

To carry out repairs to damaged submersible pumps belonging to Duvha Power Station. This includes collecting the damaged pumps from Duvha Power Station, transporting them to the Contractors workshop, assessing the damage, submitting prices as per the price list for assessment, repairing damages and the contractors workshop must have proper pump bay for testing the pumps (pump curve, tank, flow meter) once repairs have been completed as per the Employer's instructions and delivery of the pumps back to Duvha Power Station Stores receiving.

1. Employer's requirements for the service

- The *Contractor* provides qualified labour to carry out work on pumps.

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- The *Contractor* provides tools, spares, equipment, consumables and transport requirements to carry out the work.
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying to the OHS Act.
- The *Contractor* performs quality control on own work as per pre-approved control plans.
- The *Contractor* performs work within the specified period and to the acceptable quality and standards.
- The *Contractor* is required to have a minimum of 1 RP (Responsible Person) as per the Eskom's Plant Safety Regulations within three months from the contract start date.

2. Crew required on site as and when required for inspections**2.1 Core crew:**

The contractor shall provide a project co-ordinator to supervise, monitor, control and co-ordinate all activities during the execution of this contract and report to Eskom project manager or appointed supervisor.

3. Requirements for performing work on the pumps at Duvha Power Station

- Following the issue of a task order by the Employer's Representative, the Contractor must collect the damaged pump from the site, transport it to the Contractor's workshop, strip the pump and assess the damage. The Contractor must then compile a list of all the damaged items and work required to repair the damaged pump (with reference to the Price List). This list must then immediately be submitted to the Employer's Representative for assessment. Only after the Contractor has received the go-ahead from the Employer's Representative can he proceed with required repair work.
- **Standard of work** - The Contractor must work according to each pump's manufacturing specifications and drawings. It is the responsibility of the Contractor to obtain the correct manufacturing specifications and drawings for each pump. Each pump that is repaired by the Contractor must be guaranteed for at least six months.
- **Hold points** - The Employer's Representative can from time to time visit the Contractor's workshop to inspect the repair work and progress without prior notice.
- The Employer's Representative must be contacted at the following times in order to conduct quality control inspections:
 - Once the pump has been stripped in order to verify the list of damaged parts compiled by the Contractor
 - Once new parts have been fitted but before the pump is assembled
 - When the pump is assembled and ready to be tested
- The Contractor is not relieved of his responsibilities if the Employers Representative chooses to waive the witnessing of any tests or hold points
- **Test documentation and guarantees** - Once a pump has passed all hold points and has been assembled it must undergo a test run. During the test the pump performance at various heads must be noted and documented in order to draw a pump performance curve.
- The following documentation must be supplied to the Employer's Representative before a pump will be accepted to site:

MAINTENANCE SERVICES ON ROUTINE, NON-ROUTINE ON AS AND WHEN REQUIRED BASIS ON SUBMERSIBLE PUMPS AND THEIR ELECTRICAL PANELS AT DUVHA POWER STATION

- Pump Performance Curve obtained during test run
- Calibration certificates of all instruments used during repair and testing of the pump
- Applicable guarantee

Below is a list of all lifting equipment at Duvha power station, The contractor may be required to inspect and test other lifting equipment at Duvha Power Station that are not listed below:

Item no.	Description	Unit	Quantity
10	TSURAMI PUMP MODEL NO: 80SFQ211-52		
20	GOODWIN 100MM ANZE SUBMERSIBLE SLURRY PUMP		
30	HIPPO PUMP MODEL NO: DPS 032 TEMP-SM-026		
40	DRAGFLOW PUMP MODEL NO: EL1204MSHH		
50	WARMAN SUBMERSIBLE PUMP MODEL: SHW		

Electrical scope of work

The *Contractor* provides six of five pin welding plug and installs them on the 6 x 380V Mobile Pump Control Panels in compliance with the SANS 10142-1.

The *Contractor* submits Certificate of Compliance (CoC) for each welding plu after the installation in compliance with the SANS 10142.

The *Contractor* tests and repairs the 12 x 380V Mobile Pump Control Panels. Whenever there is damages on these panels in compliance with the SANS 10142-1.

1.1.2 Performance Criteria

An average system pressure must be maintained at all times of 350Kpa. This measurement is indicated in the main control room and taken off the common system indication.

KPI	Explanation of performance Criteria	Penalties
<ul style="list-style-type: none"> Individual Compressor Availability 	Compressor availability to be more than 95% available, less than 95% will be a penalty	R10 000 per Compressor below 95% if this carries on for more than a week
<ul style="list-style-type: none"> Individual Compressor Performance 	Compressor performance to be 300Kpa-350Kpa, there will be a penalty for a compressor performing less than 300Kpa will be a penalty and flow rate should be according to the design provided there are no leaks that Eskom Duvha needs to fix	R10 000 per Compressor less than 300Kpa if this carries on for more than a week
<ul style="list-style-type: none"> Compliance to Schedule Maintenance 	Scheduled maintenance should be 100% (including daily check sheet, Monthly, 3 Monthly, 6 Monthly and 12 Monthly Services)	R10 000 per Compressor not serviced during schedule
<ul style="list-style-type: none"> PSR Authorisation 	2 Employees to be Authorised within 6 months of the start of the contract.	R10 000 per person per month not Authorised after 6 month contract start date.

Elimination of all oil and water and air leaks on the control air system.

Ensure compressor performance is at maximum performance according to design information. A deviation of 15% from target is acceptable.

The *Contractor* is responsible for establishing the maintenance activities in ensuring that the system average pressure does not reached bottom limit of 5.4 Kpa. Should the risk prevail the responsibility is with the contractor to supplement the shortfall by supplying mobile compressors to accommodate the emergency situation.

The following plant availability and reliability strategy will be followed to ensure maximum compressor reliability. 90% availability will be ensured. 7% Plant maintenance will be ensured and 3% plant breakdown is ensured.

The *Contractor* must ensure that all auxiliary equipment performs as specified per design documentation.

1.2 Receivables Service

- The Contractor issues monthly reports to the Project Manager as agreed between both parties. This report shall include all work done to date, work in progress (including the status) and future work if an order is already in place during the preparation of the report and any other work that the *Contractor* is busy with. The report also includes a copy of all the invoices issued during that month.
- Investigate, identify and report potential plant failures.
- Recommend actions, modifications, system and process changes.
- Participate in investigations as required.
- There is efficient overall organisation of personnel and services.

a) On notification of a defect/repair to be conducted the *Contractor* will submit the following documentation to the *Contracts Service Manager* for approval:

- A detailed quotation for the works.
- A detailed Task Order for the work to be done.
- A program indicating the duration of the work.
- A process quality plan.
- A completion Certificate after the work is done.

In the event of a breakdown after hours and week-end the work needs to follow the Duvha Emergency approval process.

- The standby manager will approve the work to be done.
- The normal commercial process will be followed the next working day to submit the required documentation.

b) On completion of the work the *Contractor* will submit:

- Handover Documentation with signed off PQP.
- Test records of the work performed.
- Completion Certificate.
- Assessment.
- Required invoicing for payment.

c) A list of all employees and their qualifications is submitted to the *Contract Service Manager* at the starting date.

d) The *Contractor* ensure the availability of all special equipment to perform the required work as per specifications

1.3 Quality Assurance

- The Contractor ensures that effective quality plans are in place prior to undertaking any task at Duvha Power Station.

- The Contractor is to liaise with the Project Supervisor or his delegate with respect to the maintenance scheduled

Drawings and specification

- The method and conduct of work is in accordance with the specifications and conforms to the scope of work supplied by the Supervisor or his delegate.
- The Project Manager has the propriety rights to all the documentation applicable to Duvha Power Station

1.4 Maintenance Philosophy

The *Contractor* provides all services, specialized tools and equipment, specialized personnel, and all associated maintenance services to accomplish and execute the requirements of the Service Information. The *Contractor* provides specialist technical consulting services, which support the optimum continuous operation of the *Employer's* assets on an "as and when" required basis.

In these terms the *Contractor* shall maintain and issue all legal required certification to ensure compliance.

Maintenance will be carried out in the following categories:

1.4.1 Corrective Maintenance

The Maintenance carried out after a failure has occurred and is intended to restore an item to a state in which it can perform its required function.

1.4.2 Preventative Maintenance

Maintenance carried out at pre-determined intervals, or corresponding to prescribed criteria, and intended to reduce the probability of failure or performance degradation of an item

1.4.3 Planned Maintenance

Maintenance performed during a planned or scheduled outage of the specific plant or generating unit

1.4.4 Routine Maintenance

Time based maintenance work that is performed with the plant either on or off load.

1.4.5 Opportunity Repairs

These are short outages between Overhauls to enable essential repairs and inspections to be executed.

1.5 Legislation, Regulations, Standards and Specifications

The *Contractor* conforms to all prevailing legal requirements of the republic of South Africa, Eskom SOC Limited and Duvha Power Station Site legal Requirements, with special reference but not limited to the following:

- Occupational Health and safety Act 85 of 1993 as amended and its regulations.
- SANS 10400 National Building regulations
- Plant Safety Regulations (PSR) 36-681 – Generation Plant Safety Regulations.

- GGPP0592: Generation Policy: Power Station Plant Classification.
- OPG 0159-02: Eskom manual: Classification Guideline.
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.
- National Environmental Management Act 107 of 1998 as amended.
- National Environmental Waste Act 59 of 2008 as amended.
- National Water Act 36 of 1998 as amended.
- Eskom procedures and Safety requirements set out in Safety, Health and environmental specifications, Document 004 4830
- Eskom procedures 32-95 with regards to the management of safety, health and environmental incidents
- Any other act or procedure deemed necessary or applicable if the work includes some toxic and/or hazardous substances during normal and routine maintenance activities stipulated in this document. In this case the *Contractor* handles such hazardous substances in accordance with the applicable regulations and procedures, and is disposed of by the *Contractor* in accordance with the applicable law.

Specifications

Table 1. Standards and specifications

Item	Title	Revision	Tick if publicity available
1	Eskom ESKASAAU7: Quality Requirements for the Procurement of Assets, Goods and Services.	Latest	
2	Eskom GGS 0349: Quality Assurance	Rev 2	
24	Eskom GGR0992 Plant Safety Regulations	Latest	

2. Contact Persons

- The Project Manager, his delegates (other departments using the Contract), and, if outside the Employer's working hours, the Turbine Maintenance Manager or his delegate are identified as those authorised to call out the Contractor as required to perform the works.
- The Project manager ensures that the Contractor, his site manager or his delegate is on site during maintenance work been carried out. The Contractor's site manager or his delegate has full signing authority and is authorised to make binding decisions. The

Contractor, his site manager or his delegate is reachable per telephone, after hours for any emergencies.

- iii. The Contractor notifies the Project Manager of his contact telephone numbers by the starting date.
- iv. The Contractor notifies the Project Manager of a change of Contractor's telephone number one week before such changes takes effect.

4. SITE INFORMATION AND FACILITIES

PROVIDED BY THE EMPLOYER

4.1 LOCATION AND DESCRIPTION

Duvha Power Station is situated in the Mpumalanga Province in Witbank on the Old Bethal Road . This has been the major power producing area of South Africa since the sixties. The planning and design of Duvha Power Station began in the early seventies. Construction also started in the early seventies and the station began operating at full capacity early 1979. When Duvha was completed in 1979, it was the largest coal-fired station in the Southern Hemisphere. Duvha consists of six 600MW units at an installed capacity of 3 600MW.

4.2 Data Item Descriptions

A. Working hours

i. Normal / Overtime hours

- a) Normal time will be deemed as any work during working hours from 7:00 – 16:30, 5 days per week, Monday to Friday.
- b) Overtime hours will be deemed as any activity for which Contractor receive a request to work after normal hours during the week, Monday to Friday including Saturday will be charged at the normal rate X 1,5. Any activity for which Contractor receive a request to work on Sunday or a Public holiday, will be charged at the normal rate X 2. The time would include his traveling time and all travelling cost.
- c) Where a unit start-up or outage or other work is being conducted outside normal office hours, the Contractor shall, in order to provide the works, be present at the event concerned at the Employer's request, provided such requests is provided at a notice period reasonable for the circumstances, by the Supervisor or his delegate.
- d) The contractor shall make provisions for 24hour standby every day for work on calls made by Eskom personnel, and shall make all resources available to continue the worked called for.

A reasonable notice period shall be deemed to be:

One day for general meetings,

Seven days for a planned outage,

One hour for a unit trip, as soon as possible but not longer than 3 hours and

One hour for a health or safety hazard or a plant emergency that could lead to a trip or other loss of generating capacity

- iv. The Contractor reports to the power station or any other site for meetings, seminars, conferences, etc. as notified by the Supervisor or his delegate.

4.3 Additional conditions

- i. This contract and all information associated with its management are confidential and may not be divulged beyond the provisions stated within the contract. Should the Contractor violate this condition, the Employer may terminate this contract forthwith and nullifying any outstanding or further claims by the Contractor.
- ii. Neither the Contractor nor the key persons may have any interest, pecuniary, material or otherwise in any work arising from, impacting, or influencing the Contractor's ability to impartially fulfil the Scope of this contract, be it of a service or supply nature. The Contractor and the key persons are to declare any interest, pecuniary, material or otherwise, in any tender, offer or quotation to the Project Manager for any other work, supply or service, to the Employer's Agent at the time when such tender, offer or quotation is submitted. The Project Manager's interpretation of a situation shall apply where there is a conflict.

4.3.1.1 Submission of Reports

- i. The Contractor keeps equipment and labour reports for inspection, and submits it monthly to the Project Manager.
- ii. The Contractor submit reports to the Project Manager within 5 (Five) days before the end of each month. The format of all reports is approved by the Project Manager prior to submission.
- iii. All quotations and Invoices includes the following table per item(see sample):

SAP line item:		
Item name (as per price list):		
Item price (as per price list):		
Quantity:		(Units of measure)
Description:		
Item Total		

- iv. Each task order includes the starting and completion date.

4.3.1.2 Quality requirements

- i. The Contractor complies with the Employer's Quality Requirements as specified in Eskom Generation Standard GGS 0462 in to the Scope.
- ii. For a job where the Employer deems that a quality plan is necessary, the quality control documentation is submitted to the Supervisor or his delegate within 3 (Three) days after the job is requested, prior to the start of the job.

4.3.1.3 Defects Correction Period

- i. Due to the different nature of defects, and the different risks associated with trips, the defect correction period as specified in the Contract Data varies per defect, as indicated by the Employer.

Priority 1 – 24 hours – All modifications which may affect the operations at Duvha Power Station.

Priority 2 – 2 days – Investigations and feasibility studies.

Priority 3 – 1 week – Repairs.

5 Site roads

- The *Contractor's* vehicles may use the roads. Vehicle access to some conveyor belts is restricted.
- Any costs incurred from damage caused to underground services, structures, roads, etc. as a result of the *Contractor* not using the prescribed routes, will be recovered from the *Contractor*.

6 Medical facilities

- The *Contractor* provides a first aid service to his employees and Subcontractors. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities will be available.
- Outside the *Employer's* office hours, the *Employer's* first aid services will only be available for serious injuries and life threatening situations.
- The *Employer* shall be entitled, however, to recover the costs incurred, through the use of the above *Employer's* facilities, from the *Contractor*.

7 Refuse disposal

- The Employer will provide and empty special colour coded bins for refuse disposal.
- For the full duration of the *works*, the *Contractor* is responsible to keep the work areas clean of any rubble, and to dispose all refuse to a registered dumpsite. Such a dumpsite is not available at Duvha Power Station.
- All waste introduced and/or produced on Eskom's premises by the *Contractor* for this Contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: ISBN0621 - 16296-5.

8 Accommodation

The provision of accommodation for the *Contractor's* personnel shall be the responsibility of the *Contractor*.

9 Employer's catering facilities

- The *Contractor* or any of his employees or Sub *Contractors* will not be allowed to use the *Employer's* dining facilities, unless a specific agreement has been made between the *Contractor* and Eskom Catering and Accommodation Services (ECAS).
- The *Contractor* or any of his employees or Sub *Contractors* may purchase take-away meals from the fast foods outlet on site.

10 Telecommunication

Connections are available. The contractor applies via the Project Manager for a connection. Connection fees and calls are for the Contractor's account.

11 Provisions for entering the Duvha's premises.

Licences

- All drivers, who drive on site, must produce their provincial license.
- Anyone who operates a mobile machine or vehicle must be passed out by the mine and have a license for that specific machine.

Vehicles

- All vehicles shall be in a roadworthy condition. The vehicles shall be inspected by the Diesel service department before these vehicles may be used on site.
- All vehicles entering the Duvha's premises shall be fitted with safety belts. (This includes all delivery vehicles).
- All vehicles transporting passengers on the back shall be fitted with the canopy and the approved seats with seat belts.

Speed Limit

- All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

12 Provisions for entering the *Employer's* premises.

Security arrangements

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate. The *Contractor's* personnel shall be required to be in the possession of a *Contractor Permit* at all times.
- All *Contractor* personnel shall be issued with a temporary access permit (*Contractor Permit*) which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 24 hours prior to entering the Security area. This list must be delivered to Protective Services, or can be faxed to (013) 690 0348. The list identified with the *Contractor's* name, is to contain the following information:

- Employee Name.
 - Employee ID Number.
 - Eskom Safety Co-ordinators signature.
 - Eskom Project Manager's signature.
 - Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.
- The list of details has to be completed on the special form appended to the *Contractor's* Safety Manual.
 - To speed up the process of gaining access to the Site, the Contractor must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special Tool List form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site after completion of the works.
 - The Contractor's visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the Contractor's site manager and approved by the Employer, one day before the visit and submitted to the Employer's Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.
 - The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
 - No unauthorised vehicles will be allowed on Site. Contract vehicle application should be directed to the *Project Manager*.
 - The *Contractor* will be limited to the *working areas* associated with the *works*. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
 - Parking inside the power station is strictly forbidden, except for loading proposes.
 - No recruiting of casual labour may be done on Eskom premises, including the area outside the power station security gate.

13 Safeguarding of Plant and Material

The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until the *Employer* has taken over the *works*.

14 Health and safety

Health and safety

Occupational Health and Safety Act 85 of 1993 – SECTION 37

- In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as a mandatory to assume the duties and responsibilities as stipulated in Annexure 9 to the Contract. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.
- The *Contractor's* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.

- The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.
- The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* shall appoint a person who liaises with the Eskom Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:
 - Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
 - Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify the Eskom Safety Officer of any changes thereto.
- Eskom may, at any stage during the currency of this contract:
 - perform safety audits at the *Contractor's* premises, its work place and its employees;
 - refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
 - issue the *Contractor* with a stop work order or a compliance order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - and all Regulations made thereunder as well as all the *Employer's* Safety and Operating Procedures.

14.1 Plant Safety Regulations

The *Employer* shall on request from the *Contractor*; isolate required plant from all sources of danger as described in the Plant Safety Regulations.

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

The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Register prior to working on the plant.

At every permit change the *Contractor* shall ensure he withdraws himself/herself/his staff for that period of permit suspension/revocation and thereafter only proceed with the *works* after signing onto the new permit.

The *Contractor* to ensure that he/she/all sub-contractors/personnel/staff/his visitors are medically, physically and psychologically fit to enter the Duvha Power Station, and specifically any confined space.

The *Contractor* is prohibited from entering Radiation Areas. The Project Manager in exceptional cases shall give special permission.

The onus is on the *Contractor* to ensure that the correct confined space requirements are met and that gas tests have been done by the *Employer* prior to entry into any confined space or hazardous plant areas.

The *Contractor* shall ensure that all personnel including himself is competent to carry out the *works*. Proof of competency for technical and safety aspects must be available as and when required on site.

14.2 ACCESS

14.2.1 Limited Access Register (LAR)

The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems. Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:

1. They must not involve danger to the person carrying out the activity;
2. No plant isolations must be required;
3. There must be no risk of a production loss;
4. The duration of the activity must be less than 12 hours;
5. The activity must be carried out by a skilled person.

It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (ASS on the panel or PPO at WTP) of what will be done. This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book must also be signed.

It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal and that the LAR has been signed off. Just signing the LAR book is not sufficient.

14.2.2 RESTRICTED AREA

- a) Where access is prohibited for the purpose of power system protection and security, or to protect the health and **safety** of persons, such an area is regarded as a **restricted area**.
- b) A person must obtain permission for access to a **restricted area** through an **approved** system such as the **limited access register**.
- c) Typical examples of **restricted areas** are:
 - (i) Switch rooms.
 - (ii) Equipment Rooms, and
 - (iii) Areas where gas and environmental testing must be performed before access is allowed.
- d) Issue of keys to **restricted areas** for inspections/activity only

For more information please refer to Plant Safety Regulation C11.

14.3 Health and Safety Arrangements

The *Contractor* shall comply with the guidelines set out in the Duvha Power Station Safety Manual SAS 0012. The sheet on the first page must be completed by the *Contractor's* Site Manager and submitted to the *Employer* before taking possession of the *works*.

The *Contractor* compiles a Safety File with all the relevant information as prescribed by the Eskom Construction Regulations Assessment SAS 0012-2. This Safety File must be approved and signed

by a Duvha Safety Officer before the *Contractor* and his personnel may attend the Health and Safety Induction Course. This Safety File must be reviewed by the Safety Officer on a yearly basis.

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Safety Risk Department presents the induction course at Duvha Power Station. Arrangements are to be made with Safety Risk Management by the *Contractor*. The *Contractor* submits the following information to Safety Risk Management before the induction course:

- All the forms from the Safety Manual (SAS0012) relevant to the work;
- Medical certificates of the *Contractor's* personnel indicating that the personnel are fit to perform the work.

The *Contractor* to ensure that all appointments required are completed and that the appointee and appointees fully understand their responsibilities and are competent and trained to execute their duties. The appointees/appointee shall ensure that all duties are carried out and records are kept by the *Contractor* for review/audit by the *Employer* or Inspector of Machinery.

Duvha Safety Risk Management has the right and authority to visit and inspect the *Contractor's* work place or Site establishment.

The *Employer* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Employer* is entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to the *Employer*. The *Contractor* shall implement addition health and safety precautions where necessary.

The *Contractor* supplies and ensures that his employees wear all the necessary personal protective equipment at all times.

The *Contractor* ensures that everyone entering Duvha Power Station under his supervision are medically, physically and psychologically fit to enter Duvha Power Station.

A Registered Professional Occupational Health Practitioner shall carry out the medical examination, at the *Contractors* cost, and the examination shall include the following tests: Eye Test, Blood Pressure, Heart Function, Hearing Test and Lung Function. A thorough examination should be done and previous physical injuries, as well as occupational diseases/complications should be covered.

If at any point in time during the execution of the Works, the *Contractor* has a radiation-related incident/exposure, the onus is on the *Contractor* to immediately notify the *Employer*, the Medical Station, the Risk Manager and the Safety Risk Management Department. The onus thereafter is for the *Contractor* to immediately arrange, at his/her cost, for blood samples to be taken by a Registered Laboratory and for this sample to sent to the Excellerator Laboratory in Cape Town for full radiation exposure tests. This test results are then to be discussed with the Duvha Occupational Health Practitioners, who will then advise the Power Station Management on the risk, if any, of the incident/exposure.

The *Contractor* shall and will take full responsibility and accountability for all other people/staff/personnel/labour that he/she employs or utilises, whether in full-time/part-time/contract basis, in executing the Works or other work whilst on the *Employers* premises.

The *Contractor* shall understand, participate and be fully competent in the NOSA Safety Management Systems that the *Employer* complies with.

The *Contractor* shall ensure that only Safety Harnesses are used for all work carried out in elevated positions, as defined in the Occupational Health and Safety Act, No 85 of 1993 or any other Code of Practice or standard or the draft Construction Regulations. Before any work at heights above 2 meters may be performed, the *Contractor* must complete "Criteria for Working at Heights" form and wait for approval from the *Employer* managers. Nobody may wear a Safety Harness in any Lift at any time.

All Safety Equipment or Machinery used shall only be those that comply with the SABS Codes of Quality and Practice or any Code as stipulated in the Occupational Health and Safety Act, No 85 of 1993, and any amendments thereto.

The *Contractor* shall at all times consider himself as "Employer", as defined in the Occupational Health and Safety Act, No 85 of 1993, and shall not consider himself as under supervision or management of the *Employer* with regard to Health and Safety Requirements but only from a Commercial Contractual Condition of Contract. Under no circumstances shall the *Contractor* consider himself a sub-ordinate or being given supervision.

The *Contractor* shall provide and maintain his own facilities as required in the Occupational Health and Safety Act, No 85 of 1993 or any other Code of Practice or standard or the draft Construction Regulations, if not agreed contractually or arranged by the *Employer*.

The *Contractor* shall have Safety Systems in place at his premises for the total contract period and these shall include the following:

1. Safety Management Structure and Compliance to these
2. Statutory Appointments
3. Records and documentation of all Risk and Hazard Analyses.
4. Planned Job Observations Records and Documents.
5. Employment history and records of all personnel, part-time or full-time or contract labour.
6. Medical History of all personnel, part-time or full-time or contract labour
7. Training and Competency Records with regard to Safety, Health and Environment.
8. Training and Competency Records with regard to the skills he uses to carry out the Works or any other works in the *Employers* premises.
9. Compensation Commissioner records and proof of registration.
10. Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the Works or any other works in *Employers* premises.
11. Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
12. Employment contracts for all sub-contractor or labour-only contracts.
13. Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
14. Records of all incidents or accidents, Category A, B, C or D and vehicle accidents, incurred during execution of this Works or any other Works in the *Employers* premises.
15. Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
16. Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
17. A Fall Protection Plan for all elevated work the *Contractor* does on the *Employers* premises.
18. Environmental Plan and awareness training.
19. Induction training records of his staff by himself/herself.
20. Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.

21. Risk Assessment of this type of works
22. Proof of Pre-Job briefing session attendance for each task
23. Proof of authorisation/accreditation from Department of Labour and or other Statutory Body for this type of works, if applicable
24. Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

14.4 Fire Precautions

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

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

In case of fire, report the location and extent of the fire to the Electrical Operating Desk at extension 2222, 2235/6..

Take the necessary action to safe guard the area to prevent injury and the spreading of the fire.

No contractor will conduct any Hot Work without a Hot Work Permit. Falling sparks and welding slag, when carrying out hot work, is prohibited. The onus is on the *Contractor* to prevent and contain falling sparks. All hot work above zero metre boiler and turbine floors must be adequately protected and screened to prevent falling sparks.

14.5 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co - operate to achieve this objection. The *Employer* must be informed immediately of any Category B, C and D incidents. Category A incidents and any damage to property or equipment must be reported to the *Employer* with in 24 hours. Incident investigation report forms to be completed within 24 hours for category A, B, or C or D injuries.

Radiation incidents must be reported immediately.

In reporting Category C and D incidents, the *Contractor* shall include submit the following documents, or any additional as required by the *Employers* investigation team.

1. Proof of Contract of Employment.
2. Proof of WCL notification to Department of Labour.
3. Proof of Medical Doctors Note/Certificate detailing nature of injury and period of rest.
4. Death Certificate, if Category C fatality.
5. Risk and Hazard Analysis, if not in place prior to injury.
6. Written Safe Working Procedure, if not in place prior to injury.

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

14.6 Radiation protection

The *Contractor* conforms to Duvha procedure HMS0002 when performing any industrial radiography.

14.7 Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) that any Manufacture, Importer, Seller or Supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user. This requirement will enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with Eskom) to supply the information as per attached list. If information is not available for whatever reason, the Supplier must indicate on the form and give reasons to Eskom. Stop 2011-06-02

14.8 Environmental Responsibilities

General

To protect the *Employer's* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.

The *Contractor* accepts all responsibility, accountability and liability associated with such legal requirements.

The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides ("weed killer").

The *Contractor* adheres to all environmental legislation.

14.9 Land Management

Veld fires

The *Contractor* takes all precautions to control fires. A veld fire management plan is submitted to the *Project Manager* 2 weeks after the Contract Date for acceptance. The *Contractor* establishes and maintains firebreaks to prevent any spread of veld fires.

Erosion control

The *Contractor* takes all the necessary precautions to eliminate or minimise erosion of the *works*. Any work done is subject to acceptance by the *Project Manager*.

Any erosion damage must be repaired and the areas restored to their original condition. Such repair work is carried out as soon as possible after damage occurred.

14.10 Safety

The *Contractor* complies with the Occupational Health and Safety Act.

The *Contractor* complies with the Eskom Plant Safety Regulations and the Operating Regulations for High Voltage Systems when performing activities on the *works*.

Safety plan

The *Contractor* maintains a safety plan in accordance with the OHSA.

The *Contractor* provides safety statistical information on a monthly basis to the *Project Manager*, on the 15th of every month. Details of the reporting format and information required, are obtained from the *Project Manager*.

14.11 Standard isolation procedures

The *Contractor* designs a standard isolation procedure for the use of his workforce, as reference and training guide, to be submitted to and accepted by the *Project Manager* 2 weeks before the *possession date*. The purpose is to impress upon his workforce, the importance of safety in preventing injury to personnel, or damage to plant. The safe shut down sequence and step-by-step isolation sequence, must be listed in the procedure, in line with Eskom's Plant Safety Regulations.

14.12 Permit-to-Work arrangements

- The *Contractor* implements a Permit-to-Work system with lock-out facilities in accordance with the Eskom Plant Safety Regulations.

14.13 Meetings

The *Contractor* attends meetings as instructed by the *Project Manager*. Daily and monthly meetings are envisaged, as a minimum.

14.14 Quality

Quality Management shall comply to the *Employer's* standard GGS0462 - Quality Requirements for Engineering and Construction Works, as required in form A & B of the *Employer's* standard GGS0462, included in the Works Information.

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required, including at least hard hats, safety glasses, overalls, hearing protection and safety shoes.

Safety Regulations of the *Employer*

- The *Contractor* shall conform to the Eskom Plant Safety Regulations.

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

Health and Safety Arrangements

- The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer's* Safety Risk Department at Duvha Power Station. Arrangements are to be made with Safety Risk Management by the *Contractor*.
- The *Contractor* shall comply with the guidelines set out in the Duvha Power Station Safety Manual SAS 0012. The sheet on the first page must be completed by the *Contractor* and submitted to the *Project Manager* before starting any work. This sheet will be valid for the duration of the contract.
- Safety Risk Management has the right and authority to visit and inspect the *Contractor's* work place or site yard and the *working areas* to ensure that tools; machinery and Equipment comply with the minimum safety requirements.
- The *Project Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Project Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Project Manager*. The *Contractor* shall implement addition health and safety precautions where necessary.

15. Barricading and screens

- The *Contractor* will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.
All welding, flame cutting and grinding work shall be properly screened to protect persons from any injury.
All gratings shall be covered with adequate protective screening when welding or flame cutting in the vicinity.

17. Environmental controls, fauna & flora

All work complies with relevant environmental regulations as required.

If the works includes some toxic and hazardous substances during normal and routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and are disposed off by the contractor in accordance with the applicable law

18. Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

19. SERVICES AND OTHER THINGS PROVIDED BY THE *EMPLOYER*

Items

ITEM	DATE BY WHICH IT WILL BE SUPPLIED
220V AND 380V POWER SUPPLY IS AVAILABLE AT THE EXISTING PLUGS (UNINTERRUPTED POWER SUPPLY NOT GUARANTEED).	STARTING DATE
WATER IS AVAILABLE AT THE EXISTING POINTS.	STARTING DATE
SANITARY FACILITIES PERMANENT FACILITIES TO SERVE THE POWER STATION TERRACE ARE PROVIDED BY THE EMPLOYER	
TOILET FACILITIES THE EMPLOYER PROVIDES THE CONTRACTOR ACCESS TO TOILET FACILITIES, FREE OF CHARGE.	
WASTE REMOVAL HOUSEHOLD WASTE REMOVAL TO THE BINS, AS PROVIDED ON THE SITE BY THE EMPLOYER, IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR COMPLIES WITH EMPLOYER'S POLICY FOR WASTE MANAGEMENT ON SITE, POLICY. 004/4100.	