



NEC3 Term Service Contract (TSC3)

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

and

for PROVISION OF GYM TRAINING, MAINTENANCE & CLEANING
SERVICE

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Contract No.

PART C1: AGREEMENTS & CONTRACT DATA

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C1.2b Contract Data provided by the <i>Contractor</i>.	
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C1.1 Form of Offer & Acceptance

1.1 Offer

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

Provision of Gym Training, Maintenance & Cleaning Service at Majuba Power Station for 36 months.

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

N/A

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*.

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

Note:

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

No.	Subject	Details
1		
2		
3	N/A	N/A
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.

1.3.1.1 For the tenderer:

1.3.1.2 For the Employer

Signature _____ Name _____ Capacity _____ On behalf of <i>(Insert name and address of organisation)</i> _____ Name & signature of witness _____ Date _____	_____ Yangaphe Ngcashi General Manager Power Station Majuba Majuba Power Station N11 Amersfoort-Volksrust Volksrust 2470 _____ _____ _____
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C1.2 TSC3 Contract Data

2 Part one - Data provided by the Employer

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

Clause	2.1 Statement	2.2 Data
1	2.3 General	2.4
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	017 799 3538
10.1	The <i>Service Manager</i> is (name):	Sihle Khumalo
	Address	Majuba Power Station Private Bag X 9001 Volksrust 2470
	Tel	017 799 3627
	e-mail	Khumalme@eskom.co.za
11.2(2)	The Affected Property is	Majuba Power Station
11.2(13)	The <i>service</i> is	Provision of Gym Training, Maintenance & Cleaning Service at Majuba Power Station for 36

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

			months
11.2(14)	The following matters will be included in the Risk Register		N/A
11.2(15)	The Service Information is in		Part 3: Scope of Work and all documents are attached.
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		5 working days
2.5 2	2.6 The Contractor's main responsibilities		Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within		4 weeks of the Contract Date
2.7 3	2.8 Time		2.9
30.1	The <i>starting date</i> is.		
30.1	The <i>service period</i> is		36 months (3 years)
2.10 4	2.11 Testing and defects	2.12	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
2.13 5	2.14 Payment	2.15	
50.1	The <i>assessment interval</i> is		between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the		South African Rand
51.2	The period within which payments are made is		30 days after receipt of invoice from supplier
51.4	The <i>interest rate</i> is		the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may

			replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <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.
2.16	6	2.17 Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
2.18	7	2.19 Use of Equipment Plant and Materials	2.20 There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
2.21	8	2.22 Risks and insurance	2.23
80.1		These are additional <i>Employer's</i> risks	N/A
2.24	9	2.25 Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
2.26	10	2.27 Data for main Option clause	2.28
A		Priced contract with price list	
2.29	11	2.30 Data for Option W1	
W1.1		The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
		Address	
		Tel No.	
		Fax No.	
		e-mail	
W1.2(3)		The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	Arbitration															
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.															
	The place where arbitration is to be held is	[●] South Africa															
	The person or organisation who will choose an arbitrator																
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee															
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.															
2.31	12	2.32 Data for secondary Option clauses															
2.33		2.33															
X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is	1 month before start date															
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.75</td> <td>Labour</td> <td>SEIFSA Table C3 - All hourly paid employees</td> </tr> <tr> <td>0.10</td> <td>Transport</td> <td>SEIFSA Table L2 - Road Freight Costs</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td>1.00</td> <td></td> <td></td> </tr> </table>	proportion	linked to index for	Index prepared by	0.75	Labour	SEIFSA Table C3 - All hourly paid employees	0.10	Transport	SEIFSA Table L2 - Road Freight Costs	0.15	non-adjustable		1.00		
proportion	linked to index for	Index prepared by															
0.75	Labour	SEIFSA Table C3 - All hourly paid employees															
0.10	Transport	SEIFSA Table L2 - Road Freight Costs															
0.15	non-adjustable																
1.00																	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.															
X17	Low service damages	Low Performance Damages/Assessment sheet in the scope of work															
X17.1	The <i>service level table</i> is in	In the Scope of Work															
X18	Limitation of liability																
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)															
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx															
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable 															

<p>X18.4</p>	<p>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>	<p>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 http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>the total of the Prices other than for the additional excluded matters.</p> <p>a</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
<p>X18.5</p>	<p>The <i>end of liability date</i> is</p>	<p>6 months after the end of the <i>service period</i>.</p>
<p>Z</p>	<p>The <i>additional conditions of contract</i> are</p>	<p>Z1 to Z11 always apply.</p>

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other

unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z9 Employer’s limitation of liability

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

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

**Insurance
 by the
 Employer** 86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as

detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

3 Annexure A: Insurance provided by the Employer

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

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

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

C1.2 Contract Data

4 Part two - Data provided by the Contractor

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

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

Notes to a tendering contractor:

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

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

4.1 Clause	4.2 Statement	4.3 Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	%0 %0
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Attached
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

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

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

5 How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.

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

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

6 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.

7 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).

8 Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;

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

Format of the *price list*

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

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

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

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

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

C2.2 THE PRICE LIST

Item No.	Description	UoM	Qty	Rate	Total Amount
	Provide Personal Training Services to ESKOM-Majuba employees weekly				
1.1	Morning Sessions - Mon to Fri (06h00 to 6h45)	Day	2		
1.2	Midday Sessions - Mon to Thu (12h00 to 12h45)	Day	2		
1.3	Evening Sessions - Mon to Thu (17h00 to 17h45)	Day	2		
1.4	Transport	Day	1		
2	Routine Maintenance of Gym Machinery				
2.1	Technician (hour/rate)	Day	144		
2.2	Travelling (Rate per km)	Day	144		
4	Cleaning Service				
4.1	Cleaner (hour/rate)	Month	2		

The total of the Prices

R

PART 3: SCOPE OF WORK

Document reference	Title	
	This cover page	
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

C3.1: EMPLOYER'S SERVICE INFORMATION

PART 3: SCOPE OF WORK

Document reference	Title	
C3.1	This cover page	
	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

To place a three (3) year contract to provide the group training, gym equipment maintenance and the facility cleaning service. The final aim is to have the morning, midday and afternoon training sessions in the two gym facility on-site for four days a week and then morning and midday sessions on Fridays. The contractor will be responsible for the maintenance and repair of the gym equipment on regular basis and as well as cleaning the facilities on regular basis.

The Contractor will perform Preventative and Corrective Maintenance.

The *Contractor* is required to have an effective quality management system in place and be ISO 9001 approved.

The *Contractor* is to perform maintenance and training sessions according to the time intervals indicated.

Payment will be done on monthly basis, after assessment of completed scope of work. Plant condition will be assessed as per the provided assessment spread sheet. It must always be done on the 25th or before the 25th of each month.

1.2 Scope of work

The scope of work is for the group training, gym equipment maintenance and gym cleaning. It is also intended to comply with the Eskom Generation OHS Act.

This document covers the Scope of Work (SoW) to be carried out by the contractor on the manufacturing a of park home offices for Majuba power Station.

The scope will entail the following requirements which include.

- Professional Trainers Service x 6 personnel
- Cleaning Personnel x 2 personnel
- Qualified Gym Equipment Service Technician x1 person
- Treadmill Service x 6 of them
- Matrix Ascent Trainer Elliptical x 2 of them
- Athletic Cable PRO Rowing Machine x 4 of them
- Plate Loaded Multifunction Smith Machine x 9 of them
- Spinning Bikes 29 of them

1.2.1 Quality Control requirements

The *Service Provider* will comply with the *Employer's* Quality Requirements as specified in procedure RA/QA/MAN/01 latest revision, which is available from the Documentation Centre or the internal Majuba website.

1.3 Detailed Scope of work

The detailed scope of works covers the following items as described below:

- Inspection of parts for wear alignment and misalignment impending breakdown.
- Adjustment for wear and dust removal
- Replacement of worn or damaged parts

- Maintenance cleaning and,
- Lubrication from deterioration or corrosion

The services are to always ensure the safe and dependable operational status of the equipment. All repairs shall be made at the locations specified except for the upholstery services.

Contractor to furnish all labour, transportation, tools, equipment, material and parts for non-site and off-site repairs.

1.3.1 Athletic Cable Pro Rowing Machine x 4

Clean and lubricate the chain with a recommended mineral oil

Rowing machines have a chain that attaches the rowing handle to the flywheel. This chain is supposed to move smoothly and spin the flywheel each time you pull the handle. This smooth motion is only possible when the chain is free of buildup and is well oiled. Accumulated debris can however affect the working of the chain and in turn affect the quality of your workout.

Be sure therefore to apply a light film of oil on the chain about two to three times a year. First, pull out the chain to its full length, then use a clean paper towel to apply the oil while holding the handle. You may need to have someone hold the handle for you as you grease the chain.

Ensure you also check for buildup from time to time and before greasing it. Remove any dirt using paper towel and automotive degreaser.

Check for loose screws and tighten them

Rowing machines have a lot of separable parts. These are often joined together with screws. While using the machine, some of these screws may become loose. If not tightened in time, the loose screws may fall off.

Consider using the assembly tools that come with the machine to tighten any screws that are coming off. To avoid losing important screws and washers, ensure you check these screws frequently to ensure they are in good working condition.

Pay attention to any clunking noises

Your machine may produce such noises if something is either loose or broken. Incidents of broken parts are few with rowing machines. However, even the best rowing machine can have some screws come off leaving some of its parts loose. Paying attention to clunking noises while you row can help you spot the loose parts before they fall off or get damaged. You won't need the help of a technician with any of these. Just grab the tools that come with the machine and tighten the screws.

Reduce Impact on the Floor

Rowing Crazy's Top Pick Protective Floor Mat

Rowing machines are built with heavy durable metal frames designed to withstand the intense weight of a rowing workout. Without proper protection for the floor beneath the machine, the metal can damage the floor surface. While that may appear acceptable for a workout room, the damaged floor can in turn damage the wheels of the rower when you move it around for storage. It's therefore important that you take the necessary precaution and place a shock-absorbent mat under the machine.

Wipe Your Rower After Use and Cover

You don't want dust to accumulate and stain the surfaces on your rowing machine. Notice that rowing can be a very intense workout and it can make you sweat a lot. Your sweat can trap dust on

the rower and become stubborn stains with time. The sweat will also often eat away at coating used on the rower.

If the paint or powder coat comes off completely, the sweat can reach the metal and cause rusting, which can significantly weaken the frame. You can avoid these problems by wiping any sweat off the surfaces after each workout.

Treadmill Maintenance Schedule	Weekly	Monthly	Quarterly	Yearly
Visual Inspect all machines and clean		X		
Check, and tighten loose screws			X	
Inspect mechanical parts		2x		
Lubricate all moving parts on machines semi-annually.				2 x
Conduct in-house preventative maintenance training for staff as required.			X	
Stay current with all maintenance procedure updates; use manufacture's expertise in problem solving.			X	

1.3.2 Treadmill x 7

The Treadmill is built for use in the light commercial environment - 8 hours a day and seven

days a week. However, as a club manager or owner, you are responsible for cleaning and maintaining the unit's integrity. If you fail to maintain the treadmill as described below, it could affect or void the Johnson limited warranty.

DANGER — To reduce the risk of electrical shock, always unplug the treadmill from its power source before cleaning it or performing any maintenance tasks. **NOTE:** Safety of the equipment can be maintained only if the equipment is examined regularly for damage or wear. Keep the equipment out of use until defective parts are repaired or replaced. Pay special attention to parts that are subject to wear, as outlined

below.

Recommended Cleaning Tips

Use a soft, clean cotton cloth. **DO NOT** use paper towels to clean surfaces on the treadmill. **DO NOT** use ammonia or acid-based cleaners. **DO NOT** use abrasive cleaners. **DO NOT** apply cleaners directly to equipment surfaces. Wipe the console and side rails after every use.

Brush away any wax deposits from the deck and belt area. This is a common occurrence until the wax is worked into the belt material. Be sure to remove any obstructions from the path of the elevation wheels including power cords. Monthly, unplug the treadmill and remove the motor cover. Check for debris and clean with a dry cloth or small vacuum nozzle. **DO NOT** plug the unit in until the motor cover has been reinstalled.

Centering The Belt

The Treadmill is built with a crowned roller to ensure proper tracking of the belt in the centre of the deck. When you run or walk, you may push off harder with one foot than the other. This uneven deflection can cause the belt to move off centre. Occasionally, the belt may need further adjustment to keep it centred. To centre the belt, use the enclosed 8mm Allen wrench to adjust the

rear roller position. CAUTION! Please follow the centring belt procedure tips before you begin. Do not wear loose clothing or loose jewellery while making this adjustment. Never turn the bolts more than 1/4 turn at a time. Tighten one side and loosen the other side to prevent from over-tightening or losing the belt. Over-tightening the belt will significantly shorten the life of the belt. To Press QUICK START and speed up the SPEED up to 6.4 kph / 4 mph during the belt adjustment. After the belt adjustment, let the treadmill run for 5 minutes to test. If necessary, repeat the procedure until the belt is centred. If the belt moves to the left, turn the left tension bolt a 1/4 turn clockwise, and then turn the right tension bolt - turn counter-clockwise to start the belt tracking back to centre of the roller. If the belt moves to the right, turn the right tension bolt a 1/4 turn clockwise, and then turn the left tension bolt - turn counter-clockwise to start the belt tracking back to centre of roller. 1/4 TURN Repeat these adjustments until the belt appears centred. Allow the belt to continue running for several minutes to be sure that the tracking is stabilised. NOTE: Do not exceed one full turn of the adjusting screws in either direction. If, after one full turn, the belt does not track properly, contact your Johnson Dealer.

Tensioning The Belt

Check the tension of the belt. The belt should be very snug. When a person walks or runs on the belt it should not hesitate or slip. If this occurs, tighten the belt by turning both tension bolts a -turn clockwise. Repeat, if necessary, but NEVER TURN the tension bolts over a 1/4 turn at a time. If, after tensioning the belt, the belt still hesitates or slips, please contact your Johnson Dealer.

CAUTION! Over-tightening the belt will severely shorten the life of the belt and cause damage to other components.

Athletic Cable Pro Rowing Machine	Weekly	Monthly	Quarterly	Yearly
Visual Inspect all machines and clean		X		
Check, tighten and centre the belt.			X	
Inspect mechanical parts		2x		
Lubricate all moving parts on machines semi-annually.				2x
Conduct in-house preventative maintenance training for staff as required.			X	
Stay current with all maintenance procedure updates; use manufacture’s expertise in problem solving.			X	

1.3.3 Indoor Spinning Bikes x 29

Weekly Spin Bike Maintenance

Even if you religiously go through your daily maintenance routine, you must make time for the weekly spin bike maintenance routine as well. This time it’s more about the performance on the bike than it is about taking care of the frame. The weekly spin bike maintenance consists of a general check to make sure everything is as it should be in terms of assembly. Here’s what you should do during your weekly maintenance routine:

Check your spin bike’s bottom bracket assembly. This part of the exercise cycle can loosen up over time, so once a week you need to make sure it’s tight enough. You check if it’s loose by taking each pedal and moving it sideways. If they feel loose, then your bottom bracket needs to be tightened up.

Check your spin bike pedals and crank arms as well because these parts can also loosen up over time. Keep in mind that the pedals will be tightened forwards, while the cranks will follow the tight right and loose left rule.

Weekly maintenance is all about making sure there aren't any loose parts that may mess up with your performance and the operation of your spin bike. So, take your time, inspect your spin bike carefully and tighten things up if necessary. In short, your weekly maintenance checklist looks like this:

- Check the alignment of the flywheel.
- Adjust your chain, if necessary, check if it's loose.
- Inspect the bottom bracket assembly.
- Inspect for loose assemblies in general, including frame base hardware, seat hardware, pull pin handles, etc.
- Inspect and tighten the tension knob.

Monthly Spin Bike Maintenance

The monthly spin bike maintenance routine is a lot more comprehensive than the previous two, so it will take a little bit more time. This one consists of thoroughly checking the entire frame and all the main assembly components.

The parts that need the most attention are the brake pads, which will need to be lubricated when the resistance starts skipping or if you start hearing a grinding noise coming from the brake area of the spin bike.

When you experience any of those, dot a little bit of lubricant along the flywheel, which is where the breaks make contact, and then rotate the flywheel slowly. This is how the brake pads will absorb the oil without an issue and after that, you'll be able to enjoy a smooth ride like before.

The seat, handlebar post, and pop-pins also need your attention during this monthly maintenance routine. They will also require cleaning and lubrication, so make sure you get that off your list.

When you're doing your monthly maintenance, you want to tilt the spin bike or put it upside down so you can take a look at the area's most likely to develop rust and corrosion. If you find any, take a wire brush and remove the rust that's building up in the small crevasses. Pay close attention to the leveling feet and the pop-pin handles.

You must pay attention to every item on the bike that's quick to wear so you can make adjustments or determine if a replacement is needed. Make sure you inspect the brake pads and determine if they need replacement or just lubrication, inspect the seat as well for any tears or rips, and inspect the pedals for play so you can decide if it's time to get new ones or not. In short, your monthly spin bike checklist is as follows:

- Check and tighten the crank arm.
- Check and tighten the pedals.
- Check and tighten the adjustment knobs.
- Clean or polish the unit.
- Check and lubricate the brake pads.
- Tighten the bolts in the frame.
- Tighten the seat bracket.
- Inspect the speed sensor.
- Check the setup of the bike. Refer to the notes you made when you first set up the bike to your body, as explained in our spin bike assembly guide.
- Check and tighten the chain.

Spinning Bikes Maintenance Schedule	Weekly	Monthly	Quarterly	Yearly
Visual Inspect all machines		X		
Clean machine housing		X		
Inspect mechanical parts	X			
Lubricate all moving parts on machines semi-annually.				2 x
Check and adjust pedals, crank arm, adjusting knob, the chain and seat belt.		X		

Conduct in-house preventative maintenance training for staff as required.				X
Stay current with all maintenance procedure updates; use manufacturer's expertise in problem solving.			X	

1.3.4 Matrix Ascent Training Elliptical x 2

Unplug the unit. Clean entire machine using water and a mild soap or other Matrix approved solution (cleaning agents should be alcohol and ammonia free). Inspect the power cord. If the power cord is damaged, contact Customer Tech Support. Make sure the power cord is not underneath the unit or in any other area where it can become pinched or cut during storage or use. Check all connecting joint areas for tightness of bolt assemblies. Ensure that there is little, or no free play at all joint assemblies once bolts have been tightened. Installation of washer kits may be required if free play does not come out from tightening bolts. Unplug the unit and remove plastic covers. Lubricate ball joint where the Link Arm and Dual Action Handlebar join together. A grease gun, with a needle fitting adapter is required for this (Matrix recommends using Super lube brand grease with PTFE {Teflon} additive). Unplug the unit and remove plastic covers. Lubricate Acme screw on incline motor (Matrix recommends using Super lube brand grease with PTFE {Teflon} additive). For 7xe consoles, enter service mode and select 'test'. Select 'touch calibration' and then select 'start'. Follow the on-screen prompts and touch the screen where indicated.

Ascent Elliptical Maintenance Schedule	Weekly	Monthly	Quarterly	Yearly
Visual Inspect all machines		X		
Clean machine housing		X		
Inspect mechanical parts	X			
Lubricate all moving parts on machines semi-annually.				2 x
Evaluate repairs/replacement of equipment annually			X	
Conduct in-house preventative maintenance training for staff as required.				X
Stay current with all maintenance procedure updates; use manufacture's expertise in problem solving.			X	

1.3.5 Plate Loaded Multi-Function Equipment x 9

Lubrication of all moving parts is essential to the longevity and optimal performance of your machine. Initial lubrication of some parts of your Smith Machine has been done at the factory, but the weight stack guide rods must be lubricated at the time of assembly. We recommend a clear aerosol, silicone, or Teflon spray. **Note:** Do not use oil-based lubricants as they will attract dust, dirt, and grime, and will eventually gum up and erode bushings and sealed bearings. All pulleys and bushings should be checked regularly for signs of wear. Check and adjust cable tension periodically as it will maintain proper anatomical function. Periodically check all moving parts, upholstery, and grips for signs of wear or damage. If there is a problem or replacement part which is necessary, **STOP USING THE EQUIPMENT**. Replace parts using only genuine parts. As needed, upholstery may be cleaned with a mild solution of soap and water. Regular use of a vinyl treatment will add to the life and appearance of the upholstery. All chrome plated surfaces should be cleaned regularly to prolong the life and luster of the finish. Wipe machine down with a damp cloth and dry thoroughly after each use. When checking the bolts and nuts, be sure they are all fully fastened. If there is a bolt or nut that

continuously loosens, obtain a replacement through our Call Centre. Check welds to be free of cracks. Failure to perform routine maintenance could result in personal injury and/or equipment damage

Plate Loaded Multifunction Maintenance Schedule	Weekly	Monthly	Quarterly	Yearly
Visual Inspect all machines		X		
Check Pulleys and bushings			X	
Check and adjust cable tension		X		
Lubricate all moving parts on machines semi-annually.				2 x
Evaluate repairs/replacement of equipment annually			X	

1.3.6 Personal Trainers x 6

The service provider is required to supply training instructors at the following times of the day, from Monday until Friday. The group training must include a variety of activities as required by Management and as requested by Members. A variety of instructors must be supplied to prevent boredom due to the sameness of training and classes.

Group Training	Monday	Tuesday	Wednesday	Thursday	Friday
06h00 - 06h45 5 x per week AEROBICS	x	x	x	x	x
12h00 - 12h45 4 x per week AEROBICS	x	x	x	x	x
17h00 - 17h45 4 x per week AEROBICS	x	x	x	x	

The service provider must ensure that all instructors have the necessary qualification to instruct in discipline (Pilates, Yoga, Dancing etc) for which they been employed. This qualification must be verified by the service provider from the institution from which the instructor obtained the training and will ensure that it is a registered and acceptable qualification.

The service provider will also ensure that there is continuity with the instructors that are provided, and that management and members are sufficiently happy with what is being supplied or make the necessary changes to the timetable and instructors when requested to do so. The service provider must ensure that a replacement instructor of equal qualification and experience is provided when a regular instructor is ill, on leave or absent for any other reason.

The service provider must provide Malpractice insurance for the instructors.

1.3.7 Cleaners x 2

The service provider is required to supply two cleaning staff to frequently clean the main gym and the two satellite aerobics and spinning studio with all totalling to three buildings.

1.3.8 Service Technician x 1

Qualified Gym Equipment Service Technician with an experience of not less than 1 year.

The Technician Scope is as per the OEMs recommended maintenance intervals indicated under each equipment category.

1.4 Employer's requirements for the service

1.4.1 Extent of the Scope

The scope of work is for the group training, gym equipment maintenance and gym cleaning. It is also intended to comply with the Eskom Generation OHS Act.

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
PTFE	Polytetrafluoroethylene
ISO	International Organization for Standardization.
PPE	Personnel Protective Equipment
SD&L	Supplier Development and Localisation
SOW	Scope of Work

2 Management strategy and start up.

2.1 Management meetings

General meetings to be held as and when required and maybe requested by either party Supplier or Purchaser

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

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

2.2 Contractor's management, supervision and key people

The Contractor and Employer Representative ensures that only competent persons be allowed to facilitate group training. The Employer's Service Manager is entitled to verify the qualifications of the Contractor.

The Contractor must be knowledgeable about the conditions and scope of work contained in the contract and capable of executing the scope of work.

The Employer may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Employer.

2.2.1 General

- a) The back-up personnels should be available for cover-up.
- b) Personal protective equipment to be supplied by the Contractor.
- c) All site regulations to be adhered to with regards to safety and environmental.(Cardinal Rules)
- d) The *Contractor* remains the employer of his employees as defined in the OHS Act and are fully responsible for the well-being and actions of the training personnel, the cleaners and the service technician. This includes the performance of the individuals.
- e) The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner whilst on the *Employer's* premises.
- f) The material for repairs must be approved by the Employer's representative in writing prior to work being executed.

2.3 Police Clearance

All Contractor personnel are to undertake police clearance. The Contractor provides certificates to the Service Manager at least 2 weeks before commencement of work. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on the site might create an unsafe and insecure environment to Majuba Power Station. The following website can be used to guide the process, http://www.saps.gov.za/services/applying_clearance_certificate.php

2.4 Supplier Development and Localisation Requirements (SD&L)

2.4.1 Recruitment of General Labour

The Contractor recruits 100% of all new recruits, of general labour from Dr. Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request.

In an event that new recruits are not from the defined Dr. Pixley Ka Seme municipality, the Contractor needs to provide proof that the local municipality could not provide proof of such individual.

The Contractor needs to update the Employer as well as the Department of Labour, if there is a staff compliment, e.g. Dismissal, resignation, etc.

The Contractor submits an updated monthly statistics on the 1st day of each month, using the reporting template that is provided by the Services Manager.

2.5 Transporting of staff

Contractor to transport the employees to work as well as on call out, stay over and emergency calls.

2.6 Small, Micro, and Medium Enterprises

The Contractor supports Small, Micro, and Medium enterprises by purchasing your material locally where such material is available.

2.7 Documentation control

All communication will be in writing.

2.3.1 Procedures, Records and Reports

The *Contractor* implements the following procedures or paperwork over the first month of this Contract:

- Business Organisation Chart
- Safety procedures

The following policies, procedures and specifications will be complied by at all times

- Site Regulations – Majuba site Regulations
- RA/QA/MAN/01 – Safety, health and environmental requirements to be met by *Contractors* (available on request)
- Eskom Majuba Site transport requirements

2.8 Construction Regulations Documentation control

- Majuba Maintenance Quality Manual
- Occupational, health and Safety Act
- Eskom Cardinal Rules
- RA/QA/MAN/01 – Quality requirements for engineering and construction works (available on request)
- All Relevant Majuba Power Station standards, policies and procedures

All quality, health, environmental and safety costs are to be included in the tendered price.

2.9 Invoicing and payment

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

Invoices must be submitted directly to:

Please ensure that all invoices are submitted to email address (invoiceseskomlocal@eskom.co.za) as of 1 October 2017 to ensure payments are processed effectively.

No invoices will be paid if the invoices are sent to site going forward. and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

All invoices are to be submitted to the

Payment will be made electronically 30 days after assessment and receipt of a valid invoice. Payment are made on Fridays only.

2.10 Contract change management

Any work not covered in the Scope of Work will be managed as a compensation event; the Employer's Supervisor will issue a task order.

2.11 Training workshops and technology transfer

Contractors may attend training provided by the Employer e.g. PSR, first aid, etc. Any other external training for the development of their employees will be the responsibility of the contractor, and for the cost of the contractor.

3 Health and safety, the environment and quality assurance

3.1 Health and Safety Arrangements

3.1.1 General

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the *services*.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* 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 *Service Manager* is entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to *the Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

The *Contractor* will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan
- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)
- 16.1 and 16.2 appointments

3.1.2 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 a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3803.

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

3.1.3 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective.

The Service Manager must be informed immediately of any incidents and any damage to property or equipment must be reported to the Service Manager within 24 hours.

NOTE! This report does not relieve the *Contractor* of his legal obligation 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.

3.1.4 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.

3.1.5 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.

3.1.6 Safety

The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the *Employer*. The *Contractor* must furthermore comply with the *Employer's* Safety, health and Environmental requirements for *Contractors*, BIA/RM/STD/01, which is available from the Majuba Documentation Centre.

The *Contractor* will carry out work according to Procedure GGR 0992 (Plant Safety Regulations). The *Contractor* will qualify his supervisors to take out permits on the *Employer's* permit to work system in order to always have one authorised person available to take out permits per shift.

The *Contractor* will conform to all rules and regulations applicable to Plant Safety and shall complete a proper risk assessment and Worker's Register prior to working on the plant.

The *Contractor* will ensure that his representatives are duly authorised in terms of the Plant Safety Regulations as a responsible person upon commencement of work.

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* will provide the Plant Safety Regulation training to the *Contractor*.

The *Employer* shall make a copy of the Plant Safety Regulations available to the *Contractor*.

The *Contractor* will attend monthly safety meetings, and conduct monthly safety meetings with staff.

The *Contractor* provides all personal safety equipment, including safety belts and harnesses

The *Contractor* will appoint a full-time safety officer for the entire duration of the contract.

The *Contractor* will adhere to the Eskom cardinal rules.

The *Contractor* will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.

3.2 Environmental constraints and management

Environmental Management

The *Contractor* should adhere to the Majuba Power Station Environmental Management System that must meet the requirements of ISO 14001:2004.

The EMS requirements are detailed in the latest revision of the following documents, which are available from the Majuba Power Station Documentation Centre or Internal Web site, and include:

Environmental Management Policy	BIA/ENV/04
Environmental Management System Manual	BIA/ENV/03
Waste Management at Majuba	BIA/ENV/01
Oil Spill Management at Majuba	BIA/ENV/02
Environmental Legal Register (List of Environmental Legislation applicable to Majuba)	ENG/ENV/01

The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Majuba Power Station's EMS for the duration of this contract.

If there is uncertainty around any environmental issues, the Environmental Department at Majuba Power Station may be contacted.

All work complies with the relevant environmental regulations. The works may include the use of some toxic or 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 is disposed of by the *Contractor* in accordance with the applicable law.

3.3 Quality assurance requirements

3.3.1 Quality Requirements

The *Contractor* will comply with the *Employer's* Quality Requirements.

Quality requirements include visual inspection by the *Employer*, who will be entitled to witness progress of work at any time.

The *Employer* may, by arrangement, inspect completed work. If, in opinion of the *Employer*, the work does not comply with the quality requirements expected from the *Contractor*, the *Employer* shall instruct the *Contractor* to rectify the faults. The *Contractor* will comply with the instructions.

The *Contractor* will additionally comply with the *Employer's* Quality Requirements as specified in Standard RA/QA/MAN/01. This includes the *Contractor's* ISO 9001 Registration Certification of Compliance

The *Contractor* must possess an accredited Quality Management System. A pre-approved Quality Control Plan (QCP) is to be used for the tasks at hand.

3.3.2 Quality Control Documents

All quality control documentation must be submitted to the Project Manager/ *Employer's* Representative/ *Employer's* Agent within two weeks after contract award for written approval.

3.3.3 Personal Competency

Proof of the *Contractor's* personnel competency in terms of Regulation 18 (5 and 6) of the OHS Act is required by the *Employer*.

4 Procurement

4.1 Subcontracting

4.1.1 SUPPLIER DEVELOPMENT AND LOCALISATION (SD&L)

8.1.1 Recruitment of General Labour

The Contractor recruits 100% of all new recruits, of general labour from Dr Pixley Ka Seme local Municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request
 In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.
 The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc
 The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

Transporting of Staff

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

SMMEs

The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available.

4.1.2 Supplier Development and Localisation (SD&L) Initiative

Localization

Criteria	Weight	Target	Proposed Target	Weighted Score
Procurement from Local Content to SA				
Enterprise Development				
TOTAL				

Job Creation

Number of Jobs to be created	2
Number of Jobs to be retained	2

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

In the event that the contractor fails to achieve his/her SD&L committed targets a penalty clause of 2.5% Retention shall apply.

4.2 Subcontracting

The *Contractor* may not use a Subcontractor unless a written request is made to the *Employer* and approval is given. All terms and conditions applicable to the *Contractor*, will also apply to the approved Subcontractors e.g. legal requirements, appointments, authorisations, safety, quality and therefore all relevant documentation must be submitted in order for the *Employer* to consider the Subcontractor for approval.

Additionally, the prices listed in the price list will remain unchanged if any Subcontractors are used

4.3 Plant and Materials

N/A

5 Working on the Affected Property

Whilst working on site the Contractor will adhere to all Eskom and Majuba Power Station site regulations.

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

The entry to site is only approved once the following are adhered to:

- a) The Contractor's safety file is to be approved by the Employer's Safety department
- b) The Contractor's works information requirements including quality requirements are verified and approved by the Quality Department before commencement of the work
- c) All personnel must undergo screening for criminal records and outstanding warrants
- d) Site-specific induction is to be done by all personnel
- e) Refer to the General Works Information

5.2 People restrictions, hours of work, conduct and records

5.2.1 Normal working hours

Monday – Thursday : 07h30 – 16h45
Friday : 07h30 – 12h30
Lunch Times : 12H30 – 13H00

5.2.2 Overtime

- a) N/A

5.2.3 General

- a) Termination of Contract by Employer due to lack of performance by the contractor will be a Maximum Notification period of 30 Days.
- b) Criminal acts by the Contractor or staff are grounds for termination.
- c) If the Contractor does not correct a defect in a manner which minimizes the adverse effect on the Employer or others, the Employer may, after first notifying the Contractor, have the defect corrected by other people and the Contractor pays the Employer's costs of the correction.
- d) All transport will be the responsibility of the Contractor.

5.3 Site services and facilities

5.3.1 Accommodation

The Employer does not supply accommodation. The Contractor must provide accommodation for his employees and costs for this must be included in the contract prices. Provided that the skill is outsourced of the five feeding areas of Pixley Ka Seme.

5.3.2 Messing Facilities

The Employer does not provide meals.

5.3.3 Medical Facilities

- a) Employer's Medical Centre and facilities will be available for use at any time in case of injury.
- b) All injuries must be reported to the service manager Before end of shift/COB
- c) The Employer shall be entitled however to recover the costs incurred in respect thereof from the Contractor/Subcontractor.

5.4 Cooperating with and obtaining acceptance of others

The cross reference from core clause 25.1 about cooperation generally as well as details about others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of others.

5.5 Records of Contractor's Equipment

The **tools and transport for performing the services** are to be supplied by the Contractor. All the Contractor's power tools and equipment must be on a planned maintenance schedule and must be inspected before dispatched to Majuba Power Station.

The Employer shall provide for all measuring equipment used on the plant, maintain the calibration schedules.

Access to site with equipment and tools will only be granted upon the submission of a printed tool/equipment list to the security department. Any items not on the list and brought onto site, may not be removed from site thereafter.

Contractor to provide general tools as per the C&I artisan/technician tool list, including multi-meters with valid calibration certificates. All special tools such as calibration equipment, test gauges and test equipment will be provided by Majuba Maintenance department. This test equipment provide by the Employer to the service provider, remains the Employer's assets, and shall be replaced by the service provider in case of a loss.

Any other resources to execute the job example scaffolding/welding will be arranged by Majuba service providers, the employee will remain the Responsible Person to request such services via the approved Majuba processes.

5.6 Equipment provided by the Employer

All special tools such as calibration equipment, test gauges and test equipment will be provided by Majuba Maintenance department.

Contractor to supply employees with PPE such as is Overall suite, socks, hard hat, safety shoes and warm jackets.

Special PPE such as ear plugs, goggles, dust masks, breathing apparatus and gloves will be supplied by the Employer (**Service provider not to quote on these**)

6 Low Performance Damages

The *Contractor* will be Subject to low Performance Penalties as indicated in The Service Level Table below: Such incidents to be confirmed in writing by both parties (Employer and service provider's representative), prior the monthly assessment/deduction.

No.	Description	Employer's Requirement	Damages payable by Contractor
1	On time delivery of service Majuba Power Station	All deliveries to be delivered as per agreed lead time of the contract working from the time the supplier acknowledge receipt of an official Eskom Order Number that start with 45 number	5% of the total purchase order if an order is delivered one week later, 7.5% of the total purchase order if an order is delivered two to three weeks later and 10% of the total purchase order delivered later than four weeks and all the deductions to be subtracted from the original invoice of the purchase order
2	Equipment failure	All refurbished system failing before lapse of warrantees and guarantees to be replaced/repared within 31 days from the date it was officially reported to the supplier and the supplier to bear all the cost and risk of replacing/repairing the failed / damaged item	Period between 32 days to 45 days penalties of 5% will be charged from the total cost of the item, period between 46 days to 59 days penalties of 7.5% from the total cost of the item, 60 days and above 10% of the total cost of the item failed will be charged as penalties
3	Packaging and Preliminary Marking of goods before delivery	All items must be preserved for long-term storage and must be packaged in a supporting crate. Items that are not adhering to packaging and markings will be rejected upon delivery and the marking should be as follows Name of the Supplier, Purchase	6% of the total purchase

		Order Number, Material Number, Part Number and Serial Number and Delivery date	
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Majuba Power Station is a National Key point and as such strike action and the associated intimidation and other activities associated with industrial action place the power station at risk. The *Contractor* is to ensure that the contracted service is performed regardless of strike and industrial action.