

	Scope Of Work	Bulk Material Services
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Title: **Mobile Plant hire (where applicable)** Document Identifier:
Duvha power stations

Alternative Reference **Not Applicable**
Number:

Area of Applicability: **Eskom Rotek Industries
SOC Ltd**

Functional Area: **Bulk Material Services-
Duvha Power Station**

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Date:	Date: 2023.03.07	Date:

WORKS INFORMATION

The *works* consist of providing mobile plant services at Duvha power station for the period of 24 months

WORKS INFORMATION

EMPLOYER's OBJECTIVE:

The Employer's objectives are to:

- Obtain Contractors to supply Yellow Plant to ERI Duvha Power Station
 - Control the risk associated with Coal and Ash Handling Operations.
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Section 1: Description of the works

Eskom Rotek Industries Bulk Material Service is responsible for the operating and management of the Ash and Coal Handling Operations on a twenty four hour, seven days a week cycle.

The coal and Ash volumes vary from month to month depending on Duvha Power Stations coal burning and ashing demands.

Operation activities required entails:

- Loading, Stockpiling, and compacting of coal to the Emergency and Strategic piles
- Reclaiming of coal from the Emergency, and Strategic stockpiles to Mobile feeders
- Hauling of coal from the Emergency offloading area to the Emergency or strategic stockpiles
- Dust suppression and maintaining of ash and coal roads
- Maintaining and operating of ash dam and coal stockpile
- Maintain high, "Good Housekeeping" standards in and around the machinery and work area
- Avoid any spillages from yellow plant due to maintenance or operating that contaminates the environment
- Comply to sites specific requirements as clearly displayed by the site management

The nominated yellow plant service provider will supply, deliver and operate mobile yellow plant as agreed upon in the contract.

The nominated yellow plant service provider shall provide all labour, supervision, administration and management to perform the mobile yellow plant service as required at all times. Labour recruitment shall follow established protocols at Duvha Power Station site

1.1 BOUNDARY DEFINITIONS

Coal Conveying Plant

Boundary Start: Coal Stock Yard

Boundary End: Coal conveyors.

Ash Dam Plant

Boundary Start: Ash Dam

Boundary End: Ash Dam

Section 2: Work to be performed by the Contractor for the works

2.1 Works

Yellow Plant Specifications

2.1.1. The Nominated yellow plant service provider is responsible to provide the following yellow plant as per bill of quantities.

2.1.1.1. 1 x Dozers (D8 equivalent, 240Kw with coal Blade)

2.1.1.2. 2 x ADT`S (30 tons)

2.1.1.3. 4 x Motor Grader (851 equivalent -10 tons, coal blade – cutting edge)

2.1.1.4. 2 x Smooth Drum Roller (10 ton, width 1,7m Bomag)

2.1.1.5. 1 x Excavator Aquatic (20 tons)

2.1.1.6. 2 x FEL's (966 equivalent - 210Kw with 6m3 coal bucket)

2.1.2. The Nominated yellow plant service provider is responsible to provide the following seasonal yellow plant as per bill of quantities.

2.1.2.1. 2 x ADT`S (30 tons)

2.1.2.2. 1 x Motor Grader (851 equivalent -10 tons, coal blade – cutting edge)

2.1.2.3. 2 x Smooth Drum Roller (10 ton, width 1,7m Bomag)

2.1.2.4. 1 x Excavator Aquatic (20 tons)

2.1.2.5. 1 x FEL's (966 equivalent - 210Kw with 6m3 coal bucket)

2.1.3 Ensure that the Staff and Equipment meets the safety, health and environmental regulations and requirements at all times.

2.1.4 The *Contractor* provides Equipment, tools and consumables for the effective operation of the *Works*

2.1.4 Any service provider that is involved in unsafe act or environmental contravention will have the total fleet on site stopped until an improvement plan is approved by the ERI BMS site management.

2.2.1 Yellow Plant working shifts

2.2.1.1 Mobile yellow plant pricing must be per hour at a dry rate and exclude the Operator.

2.2.1.2. The Maximum hours that can be paid per day for the machine will be 22 hours

2.2.1.3 In the event of zero operations for the day, the Minimum hours that can be paid per day for the machine will be 8 hours

2.2.1.3. There shall be 4 x Operators per machine (4 shift cycle)

2.2.1.4. The Operator rates and Accommodation rates should be included in the supplier's quotation.

2.2.1.5. The Operator rate will be fixed for 22 hours for each day of the month.

2.2.1.6. In the event of a breakdown, all payment will be forfeited for the breakdown hours.

2.2.2 Yellow Plant working during the day

2.2.2.1. Mobile yellow plant pricing must be per hour at a dry rate and include the Operator; the service provider must also quote for accommodation.

2.2.2.2. The minimum hours paid per day for the machine will be 9 hours; above 9 hours will be as per the hour meter reading

2.2.2.3. There shall be 1 x Operator per machine

2.2.2.4. Overtime during the week and weekends will be required if conditions necessitate it.

2.2.2.5. In the event of a breakdown, all payment will be forfeited for the breakdown hours.

2.2.2.6. Establishment and de-establishment will only be paid for by ERI BMS when increasing or decreasing of yellow plant if requirements changes during the contract period.

2.3 Investigations

The nominated yellow plant service provider will attend all scheduled investigations by Site Management relating to his/her yellow plant or yellow plant operators incidents. Appointed nominated yellow plant service provider site representative will attend site specific investigations as when he/she is invited in writing

2.4 Deliverables

2.4.1. The *nominated yellow plant service provider shall* provide a yellow plant maintenance plan for all yellow plant supplied under the contract

2.4.2. Yellow plant must meet the safety, health, environmental and quality regulations at a Power Station. NOTE: Any costs associated with property damages or unsafe act caused by the nominated yellow plant service provider while rendering works upon investigation will be reimbursed by the nominated yellow plant service provider within a month of root cause identification notification through monthly assessment process.

2.4.3. The nominated yellow plant service provider provides yellow plant on BMS within forty eight hours of notice given in writing

2.4.4. The nominated yellow plant service provider provides yellow plant (Dozer, Grader, Front end loader, Excavator and Roller) with the following;

2.4.4.1. Stop blocks for all wheeled yellow plant and oil drip tray per yellow plant,

2.4.4.2. Competent yellow plant operators including verification reports of all documents.

Note: All operators are subjected to site internal training assessment to declare them fit for work

2.4.4.3. Fitted air-conditioning and heater

2.4.4.4. Canopy fully sealed from dust or water ingress

2.4.4.5. Fitted with OEM Approved comfortable chair with safety belt

2.4.4.6. That is within five years or maximum six thousand hours in use. Note any yellow plant above five years or six thousand hours in use must provide reliability test certificate issued by competent approved tester or OEM

2.4.4.7. Fitted with a strobe light

2.4.5. The *nominated yellow plant service provider* provides safety protective equipment for the effective operation of the *Works*. Safety protective clothing required are hard hat, safety glasses, reflector vest, and safety steel toe boots.

2.4.6. The *nominated yellow plant service provider* at all times provide BMS Duvha Site Management with yellow plant availability and maintenance schedules on weekly basis to avoid ash and coal handling production loss.

2.4.7. The *nominated yellow plant service provider* develops yellow plant Operating philosophy to sustain their yellow plant operators competency in support of the BMS site management ash and coal obligations .

2.4.8. The *nominated yellow plant service provider* must identify and reconcile yellow plant machine hours daily with BMS Ash and Coal Site Management.

2.4.9. The *nominated yellow plant service provider* agrees on the managing and effective controlling of the operation by providing the following on monthly basis:

2.4.9.1. Yellow Plant availability

2.4.9.2. Yellow plant maintenance strategy

2.4.9.3. Yellow plant operators availability and competency

2.4.9.5 All logbook requirements i.e. daily running times, diesel filling, inspection and manpower timesheets

2.4.10. The running times and intervals are determined by the Employer

2.5 General

2.5.1. The nominated Yellow Plant Service provider provides Mobile yellow plant as instructed by the Project Manager, according to the needs of the Employer.

2.5.2. The nominated Yellow Plant Service provider submits the daily yellow plant availability sheets to the site management at the end of each shift.

2.5.3. The nominated Yellow Plant Service provider informs the Employer before the end of every shift in writing of any safety incident, injuries and/or damage to any property or yellow plant

2.5.4. The nominated Yellow Plant Service provider fulfils his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the OHS Act and the compensation for injuries and Diseases Act.

2.5.5. The nominated Yellow Plant Service provider ensures that his yellow plant is suitable to provide the works during inclement weather and provides his employees with protective clothing so that work may be efficiently carried out.

2.5.6. The nominated Yellow Plant Service provider informs the site management of intentions to stop work during inclement weather. The nominated Yellow Plant Service provider and the site management assess the weather conditions with the intention to prevent the work from being stopped.

2.5.7. The *nominated Yellow Plant Service provider* attends meetings arranged by the site management.

2.5.8. The *nominated Yellow Plant Service provider* completes daily records and submits these for acceptance to the site management. As a minimum these records contains:

Total people on Site

Total yellow plant being used

2.5.8. All communications, including faxes and telexes are addressed as follows:

Attention: The Project Manager or the *nominated Yellow Plant Service provider* (correspondence is not addressed to individuals as such, but may be marked for the attention of the relevant Project Manager or *nominated Yellow Plant Service provider*) ECH 001 to xxx (From the *nominated Yellow Plant Service provider's* Office. Correspondence is numbered sequentially on the basis of the communication source)

2.5.9. All correspondence headings include:

Duvha Power Station Eskom Rotek Industries

The contract description

The contract number

The correspondence subject matter (Correspondence is delivered as a single package, with distribution being handled by the Project Manager in his organization or the *nominated Yellow Plant*

2.6 Yellow plant Site Requirements

2.6.1 The nominated yellow plant service provider obtains acceptance from the Project Manager for the Site mobilization and establishment plan before the nominated yellow plant service provider moves personnel and yellow plant onto or off the site.

2.6.1.1. The nominated yellow plant service provider's yellow plant supplied and used on the site complies with the Occupational Health and Safety Act, Act 85 of 1993 (as amended).

2.6.1.2. The nominated yellow plant service provider provides consumables, spare parts and lubricants required for the maintenance of his yellow plant .

2.6.1.3. Diesel driven Equipment is maintained at availability in excess of average 95%, measured at weekly intervals

2.6.1.4. The nominated yellow plant service provider replaces yellow plant when the nominated Yellow Plant Service provider cannot attain average 95% availability per week per Equipment ERI, reserves the right to apply service delay clauses where applicable

2.6.1.5. The nominated yellow plant service provider notifies the site management when his yellow plant is taken out of operation for maintenance purposes and the duration of the maintenance activity

2.6.1.6. The nominated yellow plant service provider obtains the acceptance of the Project Manager in writing prior to reallocation of yellow plant to other work. Note: The Employer can move the nominated service provider yellow plant to any of their sites as when required including operators on rates stipulated in the contract Service provider in his organization.)

2.7 Supervision and personnel

2.7.1. The nominated yellow plant service provider must provide Supervisor as a key person (Competent person with three years construction or yellow plant mechanic work service qualified with any related national diploma) in the Contract Data.

2.7.2. The nominated yellow plant service provider's Supervisors is allocated to this contract on a permanent basis if there are more than five Machines supplied on site but if there are less than five, the supervisor will be required on weekly basis or as when required due operation needs, and such person can be shared within ERI BMS ash and coal handling operation on fifty meter radius that means above fifty meter radius two key persons will be required.

2.7.3. The nominated yellow plant service provider's Supervisors must ensure that:

2.7.3.1. Yellow plant hours are reconciled

2.7.3.2. Yellow plant operator's absenteeism is controlled

2.7.3.3. Yellow plant operators are competent and competency certificates are in the safety file

2.7.3.4. Yellow plant maintenance execution is implemented without production loss 2.7.3.5. Yellow plant site compliance adherence at all times

2.7.3.4 During abnormal working hours, the nominated yellow plant service provider's supervisor will be notified by the site management in order to ensure that unsafe acts and production losses are not experienced during Works implementation

2.7.3.5 The nominated yellow plant service provider's prove to the site management that the employees used to provide the works are competent in their areas of responsibility and are located on accessible areas in case of strikes or unrest.

2.8 Site location and arrangement

The Yellow Plant Supply contract is located at Duvha Power Station in the Mpumalanga Province.

Section 3: Work and Services for the work supplied by the *Employer*

3.1 General

1. The *Employer* provides access to the Site.
2. The *Employer* provides induction training.
3. The *Employer* provides identity permits for access control purposes.
4. The *Employer* provides potable water on Site.
5. The *Employer* informs the *Contractor* of any statutory requirements.
6. The *Employer* provides operational requirements.
7. The *Employer* provides the *Contractor* with a matrix to clarify responsibilities and accountabilities at areas of interface with the *Employer* and Others.
8. The *Project Manager* informs the *Contractor* of any changes to the operational requirements when the *Project Manager* becomes aware of the changes.
9. The *Employer* provides all standard format documentation to be used for this contract.
10. The *Employer* provides emergency fire fighting facilities.

3.2 Site facilities provided by the *Employer*

3.2.1 Site Yard

1. The *Contractor* is supplied with an off-terrace yard, inside the Power Station security fence, for his use during the full period of his Site works.
2. The *Contractor's* yard is subject to periodic inspection by the *Employer*.
3. The *Contractor* evacuates and cleans the yard within 1 month from completion.

3.2.2 Supply of electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location

3.2.3 Lighting

The *Employer* provides general Plant lighting. All other lighting is the responsibility of the *Contractor* at the discretion of the *Employer*.

3.2.4 Water

The *Employer* supplies reasonable quantities of potable water required for the purposes of this contract free of charge. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Contractor* is responsible to maintain this equipment and to remove it on *Completion*.

The *Employer* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

3.2.5 Telecommunications

The *Contractor* supplies the necessary phone facilities to enable communication with the *Employer* and workers without any delay.

Section 4: PROGRAMME AND PLANNING

4.1 Minimum programme requirements

1. The *Contractor* develops a programme to show activities for this contract.
2. The programme shows key dates for co-ordination with Others and the *Project Manager*.
3. The *Contractor* numbers each individual activity with a unique number that can be cross-referenced with the *activity schedule* and method statements.

4.2. Computerized planning and reporting

Resource information for manpower, plant and equipment based on the Accepted Programme and reflected in resource histograms are provided.

4.3 Submission of programme

The *Contractor* submits two hard copies and one electronic copy to the *Project Manager* for acceptance.

Section 5: COMPLETION

5.1 Work provided by the Contractor by the Completion Date

After Completion the Contractor submits the documentation for the works in accordance with the Employer's documentation requirements.

Completion takes place after the Project Manager has verified the submitted documents.

Section 6: SITE FEATURES REQUIRING SPECIAL ATTENTION

6.1 Access for and interface with other Contractors

Other contractors are working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the Employer to maintain harmonious working conditions on Site. During the progress of the works, the Contractor provides reasonable access to other Contractors to execute works carried out in other contracts.

6.2 Existing structures and services, the Contractor exercises the necessary care and skill to ensure adequate protection of all existing works and services, in or adjacent to the works, during construction.

6.3 Lay down area None.

6.4 Site regulations

The Contractor complies with the Site Regulations, a copy of which is available for perusal at the Employer's offices. All Site Regulations form part of this contract.

6.5 Accommodation

The Contractor is responsible for the provision of his own accommodation for all his employees engaged in the execution of the works. This includes the needs of his Sub contractors. The cost for accommodation, as well as for transportation to and from Site is included in the contract price.

Section 7: Safety Management

7.1.1 Health and safety requirements

The Contractor will comply with the following:

Health and Safety Standards, as per the Duvha Power Station Contractors Safety file.

This file will be handed over on contract award.

Adhere to the OHS Act 85 of 1993

All staff will undergo a one day Safety Induction training course one week before site occupation.

Adhere to Eskom & Duvha No Smoking Policy

The Contractor must appoint Safety Representatives to assist the Employer Representative to:

- a. Identify possible hazards, dangers and risks
- b. Eliminate potentially dangerous conditions and actions
- c. Ensure a safe working environment

7.3 Health and Safety Plan

Upon the award of the contract, successful *Contractor* must submit a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy.
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- Proof of Risk Assessments regarding Hazards identified.
- Proof of Safe Work Procedures that derived out of the Risk Assessments.
- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- Proof of an Induction Program. It is advised that the Duvha SHE Rules are used as a guide and an attendance register signed by its employees prior the commencement of any construction work on site.
- Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid for one year and may only have been issued by an occupational health practitioner).
- Proof of *contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- Proof of Personal Protective Equipment (PPE) issued to *contractor's* employees.
- Proof of contracting company's Accident/Incident Reporting and Investigation System.
- Proof of checklists and where applicable test certificates, regarding *contractor's* tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.

The Safety Officer employed by ERI Duvha Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act. The approval of the health and safety plan can sometimes take 2 to 3 days to approve and no work will be conducted before the plan is approved. The *contractor* has to keep this in mind for their health and file costing.

7.4 Anticipated safety risks

- All normal plant PPE will be required like safety boots, hard hats, earplugs, dust masks, goggles, gloves and bright coloured reflective vests.
- Ash leaks, Ash and coal spillages can occur in the work areas and it is recommended that dust mask be worn.

The contractor should be conversant with the chemicals that are used during application, an material safety data sheets should be placed in the health and safety file. See par 8.3.

8 Environmental Rules

8.1 Environmental Management System

Grootvlei Power Station has been recommended for ISO14001:2004 certificate. To ensure continual improvement to the ISO 14001: 2004, the Contractor shall ensure that the following requirements are met:-

- Identify all environmental aspects and impacts.
- Identify the law that is applicable to the scope and ensure compliance to the applicable laws at all times
- All employees shall attend Environmental induction before commencing with the work.

8.2 Waste management

All waste introduced to and/or produced on the *Employer's* premises by the Contractor for this contract, must be handled in accordance with National Environmental Management: Waste act 59 of 2008 and Duvha Waste management procedure.

8.3 Hazardous Chemicals substances

All hazardous Chemicals substances brought on site must be accomplished by Material Safety Data Sheet and shall be managed as per Occupational Health and Safety Act, 1993 Hazardous Chemical Substances Regulations, 1995.

8.4 Environmental Incident

The *Contractor* shall report all Environmental incidents (example: Oil/Chemical spillage, water overflow etc) to Duvha Power Station contract manager or Environmental Officer within 24 hours of them occurring.

8.5 Other Environmental Requirements:

The *Contractor* will be required to ensure that the following environmental requirements are complied with at all times:

- 1 Zero liquid effluent discharge.
- 2 No oil or waste will be dumped on an unauthorised area or unlicensed waste site.
- 4 Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- 5 No materials or waste will be burnt on site.
- 6 *Contractors* shall comply with Medupi SHEQ policy

8.1 Entry:

1. The *Contractor* obtains entry permits, which are issued free of charge by security upon submission of the employee's valid identity documents, subject to *Employer's* applicable rules. The permits remain the property of the *Employer*.
2. The *Contractor* and his employees are always in possession of an entry permit to enable identification is made immediately.
3. The *Contractor* consents to the *Employer's* security searching and inspecting property belonging to the *Contractor* entering or remaining within the area.
4. The *Employer* requires a security clearance of all persons entering the area. The *Contractor* applies for the security clearance of its personnel 48 hours in advance of bringing the personnel to Site.
5. The *Contractor* obtains temporary permits only in cases of an emergency breakdown.

8.2 Permits:

- As per 8.1

8.3 Vehicles:

1. The *Contractor* proves to the *Project Manager* that all drivers of vehicles used by the *Contractor* to Provide the Works are in possession of the *Employer's* authorized driver's licenses.
2. The *Contractor* obtains vehicle permits for vehicles required to Provide the Works from the *Employer's* security department.
3. The *Contractor* obeys the instructions of the *Employer's* security personnel when the *Contractor's* vehicles and those of his Subcontractors are stopped for search and investigation purposes.
4. The *Contractor's* supplier's drivers identify themselves by means of a valid identity document and produce a delivery note addressed to the *Contractor*.

8.4 Equipment, Plant and Materials, tools and other things required to Provide the Works:

1. The *Contractor* inventories all Equipment, Plant and Materials, tools and other things required to Provide the Works entering the Site on the prescribed forms obtainable from the *Employer's* security. The original inventory is retained by security and the *Contractor* retains a duplicate copy of the inventory.
2. All Equipment, Plant and Materials, tools and other things required to Provide the Works brought into the Site by the *Contractor* is clearly marked and is not removed from the Site unless the *Contractor* identifies it as his property and the *Employer* accepted the removal.

8.5 General:

1. Security maintains discipline on Site and disciplinary action against traffic offenders needs to be implemented by the *Contractor* to the *Employers* satisfaction.
2. The *Contractor* does not permit personnel who are under the influence of drugs or alcohol to enter the Site.
3. Further information regarding security requirements is available from the security office at the main gate:

Section 9: Environmental management

- Duvha Power Station is to be licensed to operate under the National Water Act (Act 36 of 1998), and all plant Operations, Maintenance and Engineering staff ensures that the license conditions detailed within the requirements of the act are met at all times.
- The Employer is committed to meet the environmental regulations. The Contractor to meet the following environmental requirements:

a) Storm water

The Contractor ensures that clean and polluted storm water is and remains separated. All drains are cleaned on a scheduled basis to ensure the drains working at all times. All

drainage channels and pipes are kept clean at all times and special attention is given to clean the drains after rain.

b) Contaminated soil

All contaminated soil outside the contained stock yard is removed and dumped at a approved and demarcated area.

c) General Control of Site Activities

The Site is controlled in an environmentally responsible manner. Note the following:

- Noise and pollution levels for all construction Equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from Site.
- Temporary services are maintained in a good and proper

manner. e) Plant & Material wash-down facilities

Wash down of plant and material can only be done in areas designated by the Project Manager

Section 10: Site services and procedures

1. The *Contractor* applies for access permits at the security gate when access to the Duvha Power Station site is required
2. The *Contractor's* personnel are in the possession of their access permits at all times when on the Site.
3. The *Contractor* provides security for protection of Equipment, Plant and Materials required to Provide the Works

Section 11: Restrictions applicable to the Contractor

- The *Contractor* keeps records of maintenance tasks executed by the *Contractor* as specified by the original equipment manufacturers.
- The *Contractor* interfaces with the *Employer's* personnel to execute specific operational tasks when and does not execute these tasks without prior permission from the *Employer*.

Section 12: Accounts and records

Requirements for the Meetings

1. A "Kick-off meeting" within one month after contract award needs to be held.
2. The *Contractor* arranges and chairs all technical discussion meetings and records minutes of meetings. Weekly progress meetings need to be held. Minutes of meetings are submitted for acceptance to the *Project Manager* at most one day after the meeting and then distributed to the rest of the attendees.
3. The *Contractor* in conjunction with the *Project Manager* arranges the date and venue of the above-mentioned meetings.

12.1 Assessment, Cash flow and Invoicing

1. The *Contractor* presents his pro-format invoice to the *Project Manager* on the 20th day of each month for perusal.

2. The *Contractor* completes his assessment and submits the amount due on the 22th day of the month for review.
3. The *Contractor* submits an accepted invoice on the last day of the month or the next working day if the last day falls within a weekend.

12.2 The invoices from the *Contractor* contain at least the following information

1. The registered name of the company
2. The VAT registration number of the company
3. The contract number
4. The invoice sequence number
5. The total cost of compensation events (change order) to date
6. The amount paid to date

12.3 Financial records and accounts

12.3.1 The *Employer* pays by bank transfer.

12.3.2 The *Contractor* accepts the risk of incorrect bank transfers arising from changes to the *Contractor's* banking information.

12.3.3 All payments are provisional and subject to audit.

12.3.4 The *Contractor* preserves his records for such a period as the Department of Internal Revenue may require. Should different periods be prescribed, the longest period applies, but in any event, records are retained by the *Contractor* for not less than five years.

12.3.5 The *Project Manager* deducts any amount owed by the *Contractor* to the *Employer* from any amount owed by the *Employer* to the *Contractor*.

12.3.6 The *Contractor* submits original invoices complying with the Value Added Tax Act.