

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**



## NEC3 Term Service Contract (TSC3)

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

**and**

**for Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

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**CONTRACT No. [Insert at award stage]**

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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# C1.1 Form of Offer & Acceptance

**Offer**

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

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

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	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words)	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

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**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature .....

.....

Name .....

.....

Capacity .....

.....

On behalf of *(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name & signature of witness .....

.....

Date .....

.....

# C1.2 TSC3 Contract Data

## Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	[Redacted] dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>
	[Redacted]	<b>X1: Price adjustment for inflation</b>
	[Redacted]	<b>X2: Changes in the law</b>
	[Redacted]	<b>X17: Low service damages</b>
	[Redacted]	<b>X18: Limitation of liability</b>
	[Redacted]	<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>Nomfundo Nxumalo</b>
	Address	<b>Eskom Holdings SOC LTD Matla Power Station Private Bag X 5012 KRIEL 2271</b>
	Tel	<b>017 612 6381</b>
	Fax	<b>N/A</b>
	e-mail	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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11.2(2)	The Affected Property is	<b>Matla Power Station</b>
11.2(13)	The <i>service</i> is	<b>Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Health and safety risks to staff, contractors and visitors Environmental risks including Statutory compliance</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 Weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>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</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 Week of the Contract start date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	<b>5 year</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>As per task order</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Monthly on as and when required basis</b>
51.4	The <i>interest rate</i> is	<b>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</b>

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

<b>6</b>	<b>Compensation events</b>	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
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	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
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
<b>9</b>	<b>Termination</b>	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.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>As and when required.</b>
<b>11</b>	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).  Address <span style="float: right;">South Africa</span>  Tel No. <span style="float: right;">[•]</span>

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Fax No. [•]

e-mail [•]

W1.2(3) The *Adjudicator nominating body* 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](http://www.ice-sa.org.za) ) or its successor body.**

W1.4(2) The *tribunal* is: **arbitration**

W1.4(5) The *arbitration procedure* is **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

The place where arbitration is to be held is **South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

X1.1 The *base date* for indices is **The month before the month in which the Enquiry closes.**

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.	[•]	[•]
0.	[•]	[•]
0.	[•]	[•]
10%	non-adjustable	
100%		

**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**

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X17 Low service damages			
DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	IMPACT FOR DAMAGES	PENALTIES TO BE IMPLEMENTED
Failing to comply with procedures stipulated on the SOW.	Production loss	Non-compliance	Rework at <i>Contractor's</i> cost
Failing to report and attend defected belt on time resulting in a belt snap.	Production delays and production loss.	Cost and Increased Mean Time To Repair	2 % of assessment value of the task order on monthly basis
Failure to coordinate and communicate programmes during Breakdowns.	Production delays	Cost and Mean Time To Repair	2 % of assessment value of the task order on monthly basis
Execution delays, failure to attend a call out on time. Response time to be less than 1 hr from the time of receiving a call.	Production loss	Cost and Mean Time To Repair	1.5 % of assessment value of the task order on monthly basis
Splice failure within the 6 months executed.	Production loss	Cost	1.5 % of assessment value of the task order on monthly basis
Failure to measure the insert needed resulting in belt trips or counterweight too low.	Production loss	Non-compliance	Rework at contractor's cost.
X17.1	The <i>service level table</i> is in		
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>	
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	<b>the amount of the deductibles relevant to the event</b>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</b>	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>	

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		<p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <p>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	The <i>end of liability date</i> is	<b>1 Month after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 Days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**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**

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- 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*.

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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**

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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.

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**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.

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## 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 *Contractor* 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 *Contractor*, 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.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

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

- Insurance cover** 83
- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

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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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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**

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

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.

# C1.2 Contract Data

## Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address:  Tel No.:  Fax No.:	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job:  Responsibilities:  Qualifications:  Experience:	
		<b>CV's (and further key person's data including CVs) are in _____ .</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

## **PART 2: PRICING DATA**

### **TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

**Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years**

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*

		<b>MATLA POWER STATION</b>			<b>DATE</b>
		<b>QUANTITY SURVEYOR REPORT</b>			<b>REVISION</b>
<b>PLANT AREA</b>		Coal & Slurry Plant			
<b>TITLE / PROJECT DESCRIPTION</b>		To provide conveyer belt cold and hot splicing and pulley lagging for Units 1 - 6 coal plant and slurry plant for a period of 5 years			
<b>P &amp; G's</b>					
Standing time P/h after 2 hrs					
QC inspector					
Travelling Rand/Km					
Monthly plant inspection report for coal plant and slurry plant					
Note: Call-out fee to be included in splicing and pulley lagging cost					

MAINTENANCE SERVICES FOR THE PROVISION OF CONVEYOR BELT COLD ,HOT SPLICING AND PULLEY LAGGING FOR U1-6 COAL PLANT AS WELL AS AT THE SLURRY PLANT FOR THE PERIOD OF 5 YEARS

	Description	Quantity	Unit Price Week Day	Unit Price Saturday	Unit Price Sunday/P Holiday	Amount
	<b>100% Rubber</b>					R -
	680/965 mm	20				
	650/965 mm	30				
	600 / 965 mm	25				
	400 / 965 mm	30				
	380 / 965 mm	10				
	800 / 965 mm	15				
	<b>100 % Ceramic</b>					
	800 / 965 mm	30				
	<b>Cold Splicing ( 1200 mm Long Splice)</b>					
	400 / 3 - 900 mm	55				
	640 / 4 - 1200 mm	30				
	315 / 3 - 1050 mm	30				
	640 / 4 1050 mm	40				
	315 / 3 - 650 mm	15				
	250 / 3 - 750 mm	15				
	<b>Hot Splicing ( 1200 mm Long Splice )</b>					
	1000 / 3 - 900 mm	80				
	<b>SPLICE REPAIRS</b>					
	<b>Cold Splice repairs</b>					
	400 / 3 - 900 mm	40				
	640 / 4 1200 mm	20				
	315 / 3 - 1050 mm	10				
	640 / 4 - 1050 mm	10				
	315 / 3 650 mm	8				
	250 / 3 - 750 mm	10				
	<b>Clip Joints</b>					

MAINTENANCE SERVICES FOR THE PROVISION OF CONVEYOR BELT COLD ,HOT SPLICING AND PULLEY LAGGING FOR U1-6 COAL PLANT AS WELL AS AT THE SLURRY PLANT FOR THE PERIOD OF 5 YEARS

	1000 / 3 - 900 mm	60				
	400 / 3 - 900 mm	60				
	640 / 4 - 1200 mm	10				
	315 / 3 - 1050 mm	10				
	640 / 4 - 1050 mm	10				
	315 / 3 - 650 mm	10				
	250 / 3 - 750 mm	10				
	<b>C/N Foil</b>					
	1000 / 3 - 900 mm	1				
	400 / 3 - 900 mm	1				
	640 / 4 - 1200 mm	1				
	315 / 3 - 1050 mm	1				
	640 / 4 - 1050 mm	1				
	315 / 3 - 650 mm	1				
	250 / 3 - 750 mm	1				
	<b>Sub-Total per year</b>					

**PART 3: SCOPE OF WORK (ATTACHED)**

Document reference	Title	No of pages
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C3.1	Eskom- Matla Power station	
C3.2		
	Total number of pages	

## C3.1: EMPLOYER'S SERVICE INFORMATION

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## Description of the service

### Executive overview

#### 1. Executive Overview

Maintenance services for the provision of conveyor belt cold ,hot splicing and pulley lagging for U1-6 coal plant as well as at the slurry plant for the period of 5 years.

This scope of work outlines the requirements for coal and slurry plant belts and pulley repair and inspections to be conducted by the contractor during outages and during the breakdowns. The contractor must be responsible for conducting the splicing which will comply to the standards for hot splicing and textile ply belt splicing quality control standard for the ply belt. All the pulley lagging repairs must be conducted to comply to the guidelines mentioned in the scope.

### Employer's requirements for the service

Refer Scope of work.

Task orders will be issued by the Service Manager Monthly for the contracted services . The liability of the Employer is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The Employer is not obliged to issue any Task Order to the Contractor despite the Contractor being awarded the contract.

Contractor to adhere to the following documentation within the Service Information:

- ORHVS – Regulations – EPC – 32-846
- 36-681 Rev01 – Plant Safety Regulations
- RLR0037 – Management and control of the Declared Outage Permit
- Driven Machinery Regulations 1988
- Project Controls Requirements – 240-85065548

Contractor to avail a person who is capable to be trained and be authorised to take LV permit to work for ensuring adherence to the Eskom PSR.

Electrical Installation Regulations to be adhered to, all electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued. The contractor to issue the trained personnel to issue CoC is onsite when any equipment which requires CoC before used is connected.

Work to be performed by the Contractor, refer to the scope of work  
Notes:

- 1.1. The contractor must provide all labour, tools, equipment and materials necessary to perform the works.
- 1.2. The repair-work will mostly be carried out under normal operating conditions on an as and when required basis.
- 1.3. The contractor will be working in areas are at the coal and slurry plant.
- 1.4. Interfacing with others is necessary and will occur on an on-going base.
- 1.5. Scaffolding will be supplied where necessary for access to plant.

### Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PSR	Plant safety regulations
BA	Breathing Apparatus
Ltd	Limited

BU	Business Unit
HR	Human Resources
OH & S	Occupational Health and Safety

## Management strategy and start up.

### The *Contractor's* plan for the service

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

The method of carrying out particular items of work, timing, plan, task order, supplier to provide the technical reporting certificates to the Contracts Manager.

A contractor must produce a program of each task or defect prior to work commencement.

A contractor shall produce inspection reports after conducting inspections in the plant . Monthly reports must be submitted to Eskom by email to the contract manager.

Requirements which are to be incorporated into the Contractor's plan:

- Document 240-85065548 requirement

### Management Meetings:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	EP Centre at Matla Power Station	Contractor & Contract Manager
Daily Toolbox meeting	Week days 07:15 – 08:00	Workshop	Contractor & Contract Manager
Plant focus meeting	Week days 08:00 – 09:30	Boardroom	Contractor & Contract Manager

Overall contract progress and feedback	Once a Months at Matla Power Station	Boardroom MMD	Contractor & Contract Manager____
Main SHEQ Meeting	Once a Months at Matla Power Station	MS Team or Boardroom	Safety officer and SHE Rep
Maintenance Monthly SHEQ Meeting	Once a Months at Matla Power Station	MS Team or Boardroom	Safety officer and SHE Rep

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

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

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

The Contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the Service Manager to communicate accordingly to comply with the NEC3 Term Services Contract communication structures. Contractor to refer to Matla Power Station Contractor SHE Requirements RSR0001.

All works to be done under supervision. A contractor must have a site manager to oversee any contractual obligations.

### **Provision of bonds and guarantees.**

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

### **Documentation control:**

Documentation requirements covers the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

The Contractor is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the Contractor Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the Employer for this contract is copyright protected and are not to be copied by the Contractor.

It is the responsibility of the Contractor to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the Contractor to the drawing office at Matla Power Station.

The Contractor submits all documentation on a formal transmittal form to the Service Manager

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

All Communications will be filed and kept on site as it is crucial to have the correct communication structures.

Document Name/Description	Date/Time documents to be submitted
A programme in Primavera format as referred to document number (240-85065548)	One week after receipt of task order
Baseline risk assessment	A month before start of the work
QCP's	Before any work execution
<i>Contractor's</i> Safety file	Two week before start of work
Inspection report	Daily
Monthly Inspection Report	Monthly
Technical report and data pack	Within 14 days of completion of the services

## 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. She/he can submit the invoice to Eskom account email below

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Ltd  
Reg. No. 2002/015527/30  
Accounts Payable  
Email to: [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

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;  
(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

### Service related invoices

- Once the service have been delivered/completed both parties have to agree that the service has been delivered/completed successfully prior to invoicing
- An assessment payment certificate must be completed between the Contractor and Service Manager according to the service performed. Both parties have to sign the assessment/certificate
- A copy of assessment/payment certificate must be obtained by the Contractor to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- Service Manager performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)

- e) Service Manager will forward the Service entry and Goods Receipt Note number to the Contractor within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) Contractor must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

### **Goods Delivered Invoices**

- a) Once the Goods are delivered, the Service Manager performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) Service Manager will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

### **2.6.3 Invoices linked to commodity prices**

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

### **2.6.4 Retention Invoices**

- a) The requirements are the same as for Goods Delivered and service related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the Service Manager and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the Service Manager to the Documentation Centre to effect payment.

### **2.6.5 Foreign exchange Invoices**

- a) The requirements are the same as for Goods Delivered and service related Invoices.
- b) The following has to be attached to the Invoice before it will be processed: Commercial invoice, Bill of entry (SAD500), SARS release notification, Customs worksheet, Bill of Lading or Airway Bill and approved Exchange Control Approval (EXCON).

### **2.6.6 General Information related to Eskom Invoices**

- a) Contractor must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "Eskom Holdings SOC Limited" must appear on the invoice.
- g) The Eskom VAT registration number: 4740 101 508 must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) Contractor cannot be utilized by Eskom for more than 3 times without a contract being established.

Note:

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for Service Manager to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
3. Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct)

## **Contract change management**

*Manager.* Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

## **Records of Defined Cost to be kept by the Contractor**

### **Insurance provided by the Employer**

As stated in Contract Data and as per Annexure A within this Service Agreement.

### **Training workshops and technology transfer**

The Service Manager may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme and reflects the required manufacturing completion dates.

The Contractor should create a programme for training on the plant for the Employer's nominated employees if required from the Service Manager.

This training should be relevant for the Employer's employees to perform front line fault finding or maintenance.

### **Design and supply of Equipment**

Details of the design of Equipment is shared with the Service Manager, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the Contractor to Provide the Service efficiently and without delay.

The Contractor submits particulars of the design of an item of equipment to the Service Manager for acceptance when the Service Manager instructs him to. A reason for not accepting is that the design of the item will not allow the Contractor to provide the service in accordance with the Service Information, accepted plan or the applicable law.

Also the Employer may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

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

### **Equipment**

The Contractor is to hand over a serviceable plant to the Employer by the end of this contract.

Detailed report of maintenance

All spares paid for by the employer.

### **Information and other things**

The Contractor has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the Employer to provide the service.

At the end of the service period the Contractor returns all Equipment and surplus materials to the Employer. Provides items of equipment for the Employer's use as stated in the Service Information and provides information and other things as stated in the Service Information.

## **Management of work done by Task Order**

A Task is work within the *service* which the *Service Manger* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

### **When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 1 hour for any communication when the *Contractor* acknowledges the emergency.
- Provide a programme within immediately after a request is made
- Mobilise immediately as requested by the service manager

## Health and safety, the environment and quality assurance

### Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure D to this Service Information.

#### 1. Safety

1. The *Contractor* must ensure that the works complies with the OHS Act 85 of 1993, with specific reference to section 10 as well as the construction regulations (GNR 1010 of 18 July 2003).
2. The *Contractor* will provide all SABS Approved Personal Protective Equipment to its employee's as identified in the Risk Assessment
3. The *Contractor* is responsible for procurement of PPE and equipment in accordance with the OHS act and site- specific requirements, including the use thereof as necessary.
4. The *Contractor* shall provide and demonstrate to the *Employer* a suitable and sufficiently documented health and safety plan, based on the *Employer's* documented health and safety specifications, which shall be applied from the date of commencement of and for the duration of the construction work. The plans will be approved by the *Employer* and Matla Power Station Safety Officer.
5. The *Contractor* shall ensure that all the documents required by Safety check list are in place within 14 days from date of contract awards. No Access will be granted to site if the required documents are not submitted.
6. The *Contractor* will provide all relevant training records and the total of years' experience in his/her possession to the *Employer* to verify the competency of all the key personnel for e.g. Trade Test Certificates for Artisans, Qualifications for Site Supervisors, Safety Officers.
7. The *Contractors* employees will be required to abide by the cardinal rules on site.

#### 2. Risk assessments

1. Site risk assessments to be conducted by the *Contractor* prior to each event as per the current approved risk assessment method, thus to ensure a healthy and safe environment.  
Note: Should be available on request.
2. The *Contractor* must submit a Risk Management Plan and Control Process within 14 days from date of contract award, detailing their risk management methodology. Such methodology must be aligned to the Generation Risk Management model. Such methodology shall accommodate the Risk Assessment; Risk Planning, Risk Handling and Risk Monitoring components.
3. The following matters will be included in the Risk Register
  - Matters as highlighted by 240-30008949 (Table 1) check list
  - Compliance with the cardinal rules/lifesaving rules 32-421
  - Pre-job debrief, risk assessment and on job observations

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

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

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

*Employer* may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - *Employer*  
OHS Act, GMR 2(1) - Supervision of Machinery  
OHS Act, GMR 2(7) - Assist the designated person  
OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)  
OHS Act, CR 6(2) – Assistant Construction Supervisor  
OHS Act, Section 17 - Health and Safety Rep  
OHS Act, GAR 9 – Incident investigation  
OHS Act, CR 12 – Demolition work  
OHS Act, CR 19 – Explosive Powered Tools  
OHS Act, CR 22 – Electrical installations and machinery  
OHS Act, GSR 3 – First Aiders

## Environmental constraints and management

It should always be noted that Matla Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Matla Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Matla Environmental section on a regular basis for on-going assistance and advices.

## Quality assurance requirements

1. The *Employer* in the process of implementing an ISO 9001:2008 series, therefore the *Contractor* will be expected to implement a quality system and maintain the quality system until the completion of this contract. The *Contractor* will comply with the provisions of the ISO9001:2008 and 14000 series
2. The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.
3. The *Contractor* provides a Quality Control Plan (QCP) withhold points for the *Employer* for approval 2 weeks prior to commencement of work.
4. No *Contractor* shall appoint a construction safety officer to assist in the control of quality related aspects on the site unless the *Contractor* is reasonably satisfied that the construction quality controller has the necessary competencies and qualifications.

5. The *Contractor* will provide all relevant training records and the total of years' experience in the *Contractor's* possession to the *Employer* to verify the competency of all the key personnel in terms of Hazmat.

The Contract's Manager has the right to stop the *Contractor's* work activities which, in the opinion of Contract Manager, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the Contract Manager's satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

### 3.3.2 Quality Control Plan

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the *Contractor* has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

## Procurement

### People

#### Minimum requirements of people employed

It is the Contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

#### BBBEE and preferencing scheme

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.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

#### Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which Contractor must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The Contractor complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the Contractor's ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The Contractor's failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

### Subcontracting

#### Preferred subcontractors

The Employer may list which subcontractors or suppliers the Contractor is required to enter into subcontracts with.

If the Contractor subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's.

### **Subcontract documentation, and assessment of subcontract tenders**

When the Contractor uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting

### **Limitations on subcontracting**

The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the Service.

The Contractor does not appoint a Subcontractor until the Service Manager accepted them.

### **Attendance on subcontractors**

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of service. Assessment meetings between Service Manager and the Contractor should be avoided by the Subcontractor.

## **Plant and Materials**

### **Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

### **Correction of defects**

The *Service Manager* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.

### ***Contractor's* procurement of Plant and Materials**

The Contractor will do all procurement of materials according to own procurement processes. All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the storage relevant specification. The *Contractor* may at any point be requested by the *Service Manager* to submit the storage and preserving specification for any material or plant. All plant and material to be stored at an area demarcated by the *Service Manager* and it is the responsibility of the *Contractor* to prepare the area and make it comply with the storage and preserving specification.

### **Tests and inspections before delivery**

The *Contractor* shall not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passed the test or inspection.

All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site

### **Plant & Materials provided "free issue" by the *Employer***

The Employer has service air operating at 600 kPa that the Contractor is allowed to use. Other facilities provided by the Employer can be seen in Section 5.8 of this contract

### **Cataloguing requirements by the *Contractor***

## Working on the Affected Property

The working hours is from 07:00 to 16:00 from Monday to Friday unless in an emergency. the contractor should be accompanied by Eskom employee if is going inside the plant.

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate, prior to the Possession Date.
- The *Contractor* personnel are required to be in possession of a *Contractor's Permit* at all times.
- All *Contractor* personnel are issued with a temporary access permit (*Contractor's Permit*) which contains the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the *Contractor's* name, contains the following information:
  - Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Employers* Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the *Employers* Representative.
- The *Contractor* is restricted to the working areas associated with his place of work.
- The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

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

The contractor will be required to go for induction and obtain gas access to the station. The contractor must adhere to the Eskom cardinal rule, speed limit on site.

## **People restrictions, hours of work, conduct and records**

The working hours is from 07:00 to 16:15 from Monday to Thursday. Friday 7:00 to 12:00 ,unless for emergency the contractor should be accompanied by Eskom employee if is going inside the plant.

## **Health and safety facilities on the Affected Property**

Contractor must comply to Eskom' life-saving rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

## **Environmental controls, fauna & flora**

General environmental requirements referred to in section 3 above, Matla Power Station ISO14001

## **Cooperating with and obtaining acceptance of Others**

This sub-paragraph could be used to deal with two issues.

1) 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.

2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

## **Records of Contractor's Equipment**

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

## **Equipment provided by the Employer**

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

## Site services and facilities

### Provided by the *Employer*

The *Employer* will provide in the way of water and waste disposal on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

### Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

### Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

### Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

### Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities in the plant only.  
(On the contractors yard the contractor will remain responsible to provide toilets for his employees.)  
Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

#### 1.1.1 Provided by the *Contractor*

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- Domestic rubbish will be removed free of charge.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Matla standard PSR 010, and shall be maintained in safe and proper working condition.

- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- **Site Location**
- 
- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

#### **Contractor's site requirements**

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service*
- Including the following:
  -
- The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- Any damage to installed lighting is repaired at the *Contractor's* expense.
- The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Telephone connections may be available and the *Contractor* applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within *Contractor's* yard
- Security of *Contractor's* yard
- Temporary lighting to ensure safe working conditions.

#### **Accommodation**

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*. The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities.

#### **Control of noise, dust, water and waste**

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Matla Power Station's premises

Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

## Hook up to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the health and safety risk management of Matla Power Station. Refer to RSR0001 heading 5.7.

## Tests and inspections

### Description of tests and inspections

As per the scope of work.

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

### Materials facilities and samples for tests and inspections

As per the scope of work.

The *Contractor* shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspection arrangements with Matla Power Station Engineering Department will be made 24 hours in advance

## Communication

The *Contractor* shall address all communications (after contract award) including tele faximilies to:

Service Manager  
Matla Power Station  
Private Bag X5012  
Kriel  
2271

Att :  
Tel :  
Cell :  
Fax :  
E-Mail :

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works. All communication by the *Contractors* shall go through the buyer.

They shall be headed with the subject of the communications, and be numbered sequentially on the basis of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).

## List of drawings

### Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
N/A	N/A	N/A

### General

#### Safety

Contractor to bring all necessary tools and equipment, any equipment or appliances supplied to Site must comply with all relevant safety regulation and requirements.

The Employer reserves the right to stop the Supplier's use of any equipment or appliances, which does not comply with relevant safety regulation requirements and not in safe and proper working condition. Contractor shall wear Protective Personnel Equipment while on site and to be utilised at all times.

The Supplier's personnel must be in a possession of a MCOF (Medical Certificate of Fitness) and will be for Supplier's account. Contractor to ensure that the safety file is approved prior the commencement of the work.

Eskom will arrange scaffolding, when required prior the commencement of the task.

#### Quality

The Employer reserves the right to inspect and test at any time, the equipment(s) for conformance to the equipment requirements stated. Contractor is to ensure that the plant area where work is to performed is cleaned, all materials, spares (used or damaged) are to be removed from the plant and deposited in the appropriate areas.

#### Environmental Management

The Employer has the right to stop the supplier's use of any equipment or appliances, which does not comply with current environmental legislation, ISO 14001 Environmental management System Procedures or any other legal requirements pertaining to the activity. The supplier may be audited by any member of the environmental department at any time if non-compliance is suspected. The environmental department has a mandate to ensure that any harm caused to the environment is prevented where possible or in situations whereby where activities that may cause harm cannot be stopped is mitigated as best as possible, thus enforcing Section 28 of the National Environmental Management Act (No107 of 1998) that refers to the "Duty of Care"

The safety file must be approved prior the commence of the contract