



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	For the contract of maintenance, repairs, and supply parts on overhead cranes and lifting machinery equipment includes inspections, hoist examine and load testing for 60 months period at Arnot Power Station	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
Part C3	Scope of Work	
CONTRACT No.		

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance [to be inserted from Returnable Documents at award stage]	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Contractor</i> [to be inserted from Returnable Documents at award stage]	
C1.3	Proforma Guarantees	

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:

For the contract of maintenance, repairs, and service overhead cranes and lifting equipment at Arnot Power Station (5years)

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 or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
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*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	
	Address	Arnot Power Station Private Bag X2, RIETKUIL 1097
	Tel	
	Fax	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

	e-mail	
11.2(2)	The Affected Property is	Eskom's property at Arnot Power Station inside and outside the plant
11.2(13)	The <i>service</i> is	Maintenance, Repairs, and Supply Parts on Overhead Cranes and Lifting Equipment includes inspections, hoist examine and load testing for 60 months period at Arnot Power Station
11.2(14)	The following matters will be included in the Risk Register	1. Financial loss together with injuries. 2. Inability of the <i>Contractor</i> to perform the <i>Service</i>. 3. Injury to <i>Contractor's</i> employees while working. Non-compliance to the OHSAct. 4. Risks of certain tasks to be identified beforehand. 5. Inability of the <i>Contractor</i> to perform the work at the required time.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Three (3) days
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week after the start of the contract.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Sixty (60) months
4	Testing and defects	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
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South

		Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1.
		2.
		3.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. Additional conditions: - The <i>Employer</i> will review the contract as and when required (in accordance with business needs) and reserve the right to reduce the number of people or to terminate the contract if the <i>service</i> is no longer required. - The <i>Employer</i> reserves the right to terminate the contract when Arnot Power station stop operating before the contract expires. - The <i>Employer</i> reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.

10	Data for main Option clause			
A	Priced contract with price list			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Two (2) weeks.		
11	Data for Option W1			
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address			
	Tel No.			
	Fax No.			
	e-mail			
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	Proportion	Linked to index for	Index prepared by
		0.15	Fixed Portion	
		0.25	Labour	SEIFSA Table C3 (A)

		0.25	Mechanical Eng.	SEIFSA Table G1
		0.25	Electrical Eng.	SEIFSA Table G
		0.1	Transport	SEIFSA Table L1(A)
			non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Appendix A		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Cost of damages		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of - 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		
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	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. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design, plan and specification, - Defects due to manufacture and fabrication outside the Affected Property, - loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.		

X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Three (3) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organizations then these persons or organizations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organizations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Confidentiality	
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with	

	this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. If such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, while Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety, and the environment: Add to core clause 27.4
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>: • accepts that the <i>Employer</i> 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 enough for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.

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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.	
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.	
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.	
Z8		
	Notifying compensation events	
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.	
Z9		
	<i>Employer's</i> limitation of liability	
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)	
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.	
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":	
	Z10.1 or had a business rescue order granted against it.	
Z11	Ethics	
For the purposes of this Z-clause, the following definitions apply:		
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,	
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,	
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,	
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,	

Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering, or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover	83		
	83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.	
	83.2	The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.	
		INSURANCE TABLE A	
		Insurance against	Minimum amount of cover or minimum limit of indemnity
		Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
		Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer	86																					
	86.1	The Employer provides the insurances stated in the Insurance Table B																				
		<table><tr><td colspan="2">INSURANCE TABLE B</td></tr><tr><td>Insurance against or name of policy</td><td>Minimum amount of cover or minimum limit of indemnity</td></tr><tr><td>Assets All Risk</td><td>Per the insurance policy document</td></tr><tr><td>Contract Works insurance</td><td>Per the insurance policy document</td></tr><tr><td>Environmental Liability</td><td>Per the insurance policy document</td></tr><tr><td>General and Public Liability</td><td>Per the insurance policy document</td></tr><tr><td>Transportation (Marine)</td><td>Per the insurance policy document</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>Per the insurance policy document</td></tr><tr><td>Terrorism</td><td>Per the insurance policy document</td></tr><tr><td>Cyber Liability</td><td>Per the insurance policy document</td></tr></table>	INSURANCE TABLE B		Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	Per the insurance policy document	Contract Works insurance	Per the insurance policy document	Environmental Liability	Per the insurance policy document	General and Public Liability	Per the insurance policy document	Transportation (Marine)	Per the insurance policy document	Motor Fleet and Mobile Plant	Per the insurance policy document	Terrorism	Per the insurance policy document	Cyber Liability	Per the insurance policy document
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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 <i>Employer</i> 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 <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> 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.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements

	for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

Appendix A

Criteria	Weight	Unit	Target	Penalty 3%	Penalty 5%	Penalty 10%
Schedule Compliance Major Repairs (slips)	20%	Days	0days	1day	2days	3days - more
Re-work (per plant area/activity vs target)	10%	Number	0	1	3	5
Respond on repairs breakdowns (slips)	20%	Hrs.	8hrs	8-24hrs	24-48hrs	48hrs - more
Outstanding / Non-compliant PMs and CMs	10%	Number	0	1	3	5
Call-out response time	15%	Hrs.	4hr	4-6hrs	6-8hrs	8hrs -more
Non-conformance report (NCR) issued to <i>Contractor</i> .	15%	Number	0	1	2	3
SHEQ Meeting absent & audit finding.	10%	Number	0	1	2	3

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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:	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title		No of pages
C2.1	Pricing assumptions: Option A		2
C2.2	The <i>price list</i>		4

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. 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.

3. 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).

4. Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- 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.

4.1. 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*

Section A	PRELIMINARY & GENERAL				
Item no.	Description	Unit	QTY 5 Years	Rates	Total
1.1	Site Establishment: 3x 6m x1 Office Container & 3x3m 1x Container Storage	Sum	1		
1.2	Site de-establishment:	Sum	1		
1.3	Tools (Workshop Toolbox, Grinder, Drilling Machine, Consumables, etc.)	Annual	5		
1.4	Safety Files 1 st year	Sum	1		
1.5	Safety file 2 nd -5 th year	Annual	4		
1.6	Medicals & Induction	Annual	5		
1.7	SHE Trainings (Working @Height, SHE Reps & First Aid)	Annual	5		
1.8	PPE (Overalls, Safety Shoes, Helmet, Safety Goggles, & Safety Harness)	Annual	5		
1.9	Quality Management Process: Quality Control Plan's	Annual	5		
1.10	Admin & Company Overheads	Annual	5		
1.11	Transport	Km	299040		
	TOTAL PRELIMINARY & GENERAL				

Section B	LABOUR RATES (Maintenance, Services & Repairs)				
Item no.	Description	Unit	QTY 5years	Rates	Total
1.12	(LMI) TECHNICIAN NORMAL HRS	HRS	9600		
1.13	SEMI-SKILLED NORMAL HRS	HRS	9600		
	TOTAL LABOUR				

Section C	Load Testing: Once Every Year					
Item no.	Asset no.	Description	Unit	QTY 5Years	Rates	Total
2.1	OC001	CW PUMP HOUSE SOUTH (32 TON)	ANNUAL	5		
2.2	OC002	CW PUMP HOUSE NORTH (40 TON)	ANNUAL	5		
2.3	OC003	FEED BAY CRANE SOUTH (10 TON)	ANNUAL	5		
2.4	OC004	MILL W/S LOCO SHED (10 TON)	ANNUAL	5		
2.5	OC005	ASH PLANT CRANE NORTH (10 TON)	ANNUAL	5		
2.6	OC006	ASH PLANT CRANE SOUTH (10 TON)	ANNUAL	5		
2.7	OC007	EMD WORKSHOP CRANE (6 TON)	ANNUAL	5		
2.8	OC008	WORKSHOP CRANE SOUTH (20 TON)	ANNUAL	5		
2.9	OC009	WORKSHOP CRANE NORTH (20 TON)	ANNUAL	5		
2.10	OC010	PLATERSHOP CRANE (6 TON)	ANNUAL	5		
2.11	OC011	STORES CRANE (20 TON)	ANNUAL	5		
2.12	OC012	TURBINE HOUSE CRANE SOUTH (25/150 TON)	ANNUAL	5		
2.13	OC013	TURBINE HOUSE CRANE NORTH (25/150 TON)	ANNUAL	5		
2.14	OC014	WATER PLANT CRANE (5 TON)	ANNUAL	5		
2.15	OC015	FEED BAY CRANE NORTH (20 TON)	ANNUAL	5		
2.16	OC016	COMPRESSOR HOUSE NORTH (5 TON)	ANNUAL	5		
2.17	OC017	COMPRESSOR HOUSE SOUTH (5 TON)	ANNUAL	5		
2.18	OC018	BOILER HOIST (5 TON)	ANNUAL	5		
2.19	OC019	PLATERSHOP OUTSIDE HOIST (1 TON)	ANNUAL	5		
2.20	OC020	MILL AB BALL LOADING HOIST (1.5 TON)	ANNUAL	5		
2.21	OC021	U2 HP HEATER JIB CRANE (500 KG)	ANNUAL	5		
2.22	OC022	U4 HP HEATER JIB CRANE (500 KG)	ANNUAL	5		
2.23	OC023	U6 HP HEATER JIB CRANE (500 KG)	ANNUAL	5		
2.24	OC024	BAGFITER 4 HOIST (2 TON)	ANNUAL	5		
2.25	OC025	BAGFILTER 5 & 6 HOIST (2 TON)	ANNUAL	5		
2.26	OC 026	AWR HOIST (BOVA) (5 TON)	ANNUAL	5		
2.27	OC 027	AIR HEATER HOIST (BOVA) SOUTH (5 TON)	ANNUAL	5		
2.28	OC028	SEWAGE HOIST (1 TON)	ANNUAL	5		
2.29	OCO29	BAGFILTER UNIT1 HOIST (2 TON)	ANNUAL	5		
2.30	OCO30	BAGFILTER UNIT 2 HOIST (2 TON)	ANNUAL	5		
2.31	OCO31	BAGFILTER UNIT 3 HOIST (2 TON)	ANNUAL	5		
2.32	OC 032	AIR HEATER HOIST (BOVA) NORTH (5 TON)	ANNUAL	5		

2.33	OC 033	U1 HP HEATER JIB CRANE (500 KG)	ANNUAL	5		
2.34	OC 034	U3 HP HEATER JIB CRANE (500KG)	ANNUAL	5		
2.35	OC 035	U5 HP HEATER JIB CRANE (500KG)	ANNUAL	5		
2.36	OC 036	UNIT 1 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.37	OC 037	UNIT 2 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.38	OC 038	UNIT 3 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.39	OC 039	UNIT 4 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.40	OC 040	UNIT 5 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.41	OC 041	UNIT 6 BARIMETRIC BEAM (500KG)	ANNUAL	5		
2.42	OC 042	UNIT 1 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.43	OC 043	UNIT 2 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.44	OC 044	UNIT 3 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.45	OC 045	UNIT 4 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.46	OC 046	UNIT 5 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.47	OC 047	UNIT 6 MAKE UP TANK BEAM (500KG)	ANNUAL	5		
2.48	OC 048	BOSLOOP PUMP STATION CRANE (12000KG)	ANNUAL	5		
2.49	OC 049	BOSLOOP PUMP STATION CRANE (5000KG)	ANNUAL	5		
2.50	OC 050	WINTERSHOOK PUMP STATION CRANE (12500KG)	ANNUAL	5		
2.51	OC 051	NOOITGECHT PUMP STATION CRANE (7000KG)	ANNUAL	5		
2.52	OC 052	VYGEBOOM PUMP STATION CRANE (12500KG)	ANNUAL	5		
2.53	OC 053	RIETKUIL ROSHCON WORKSHOP CRANE (10000KG)	ANNUAL	5		
2.54	OC 054	UNIT 1 COAL BUNKER 113L NORTH (5 TON)	ANNUAL	5		
2.55	OC 055	UNIT 2 COAL BUNKER 113L NORTH (5 TON)	ANNUAL	5		
2.56	OC 056	UNIT 3 COAL BUNKER 113L NORTH (5 TON)	ANNUAL	5		
2.57	OC 057	UNIT 4 COAL BUNKER 113L SOUTH (5 TON)	ANNUAL	5		
2.58	OC 058	UNIT 5 COAL BUNKER 113L SOUTH (5 TON)	ANNUAL	5		
2.59	OC 059	UNIT 6 COAL BUNKER 113L SOUTH (5 TON)	ANNUAL	5		
2.60	SB060	SPREADER BEAM (GENERATOR STATOR) (265 TON)	ANNUAL	5		
2.61	SB061	SPREADER BEAM (LP ROTOR) (65 TON)	ANNUAL	5		
2.62	SB062	SPREADER BEAM (HP ROTOR) (35 TON)	ANNUAL	5		
2.63	SB063	SPREADER BEAM (HP HEATER) (10 TON)	ANNUAL	5		
			TOTAL LOAD TESTING			

Section D	MOBILE MACHINERY INSPECTION & TESTING (Annually)					
Item no.	Asset no.	Description	Unit	QTY 5years	Rates	Total
3.1	CYT 981 MP	TADANO MOBILE CRANE TR250M(CYT981MP) (25 TON)	ANNUAL	5		
3.2	ARN003 333	BRODERSONE MOBILE CRANE (16 TON)	ANNUAL	5		
3.3	BJS 562 MP	PPM MOBILE CRANE TR160M(CYZ531MP) (16 TON)	ANNUAL	5		
3.4	BNT 163 MP	ROSSI MOBILE CRANE (BMT 163 MP) (15 TON)	ANNUAL	5		
3.5	FJS 668 MP	TCM FORKLIFT 7 Ton	ANNUAL	5		
3.6	FLK 043 MP	TCM FORKLIFT 2.5 Ton	ANNUAL	5		
3.7	FWK 591 MP	CLARKLIFT FORKLIFT 2.5Ton	ANNUAL	5		
3.8	ARN110	FD50 FORKLIFT 5Ton	ANNUAL	5		
3.9	ARN111	FD70 FORKLIFT 7Ton	ANNUAL	5		
3.10	ARN091	FD30 FORKLIFT 3Ton	ANNUAL	5		
3.11	ARN119	LG30DT FORKLIFT 3Ton	ANNUAL	5		
3.12	ARN120	LG50DT FORKLIFT 5Ton	ANNUAL	5		
3.13	ARN015	TELESCOPIC BOOM HANDLER 4Ton	ANNUAL	5		
3.14	FRA 08-1370-	REACH-LIFT DOOSAN BATTERY FORKLIFT 1.6Ton	ANNUAL	5		
3.15	BNG 566 MP	HI-UP 600SA TRACTOR (BNG 566 MP) (3,8 TON)	ANNUAL	5		
3.16	BKP 044 MP	HI-UP 600 SA HINO TRUCK (BKP 044 MP) (3,8 TON)	ANNUAL	5		
		TOTAL MOBILE MACHINERY INSPECTION & TESTING				

Section E	OVERHEAD CRANE SERVICES & INSPECTIONS: Biannually					
Item no.	Assets no.	Description	Unit	QTY 5years	Rates	Total
4.1	OC001	CW PUMP HOUSE SOUTH (32 TON)	No.	10		
4.2	OC002	CW PUMP HOUSE NORTH (40 TON)	No.	10		
4.3	OC003	FEED BAY CRANE SOUTH (10 TON)	No.	10		
4.4	OC004	MILL W/S LOCO SHED (10 TON)	No.	10		
4.5	OC005	ASH PLANT CRANE NORTH (10 TON)	No.	10		
4.6	OC006	ASH PLANT CRANE SOUTH (10 TON)	No.	10		
4.7	OC007	EMD WORKSHOP CRANE (6 TON)	No.	10		
4.8	OC008	WORKSHOP CRANE SOUTH (20 TON)	No.	10		
4.9	OC009	WORKSHOP CRANE NORTH (20 TON)	No.	10		
4.10	OC010	PLATERSHOP CRANE (6 TON)	No.	10		
4.11	OC011	STORES CRANE (20 TON)	No.	10		

4.12	OC012	TURBINE HOUSE CRANE SOUTH (25/150 TON)	No.	10		
4.13	OC013	TURBINE HOUSE CRANE NORTH (25/150 TON)	No.	10		
4.14	OC014	WATER PLANT CRANE (5 TON)	No.	10		
4.15	OC015	FEED BAY CRANE NORTH (20 TON)	No.	10		
4.16	OC016	COMPRESSOR HOUSE NORTH (5 TON)	No.	10		
4.17	OC017	COMPRESSOR HOUSE SOUTH (5 TON)	No.	10		
4.18	OC018	BOILER HOIST (5 TON)	No.	10		
4.19	OC019	PLATERSHOP OUTSIDE HOIST (1 TON)	No.	10		
4.20	OC020	MILL AB BALL LOADING HOIST (1.5 TON)	No.	10		
4.21	OC021	U2 HP HEATER JIB CRANE (500 KG)	No.	10		
4.22	OC022	U4 HP HEATER JIB CRANE (500 KG)	No.	10		
4.23	OC023	U6 HP HEATER JIB CRANE (500 KG)	No.	10		
4.24	OC024	BAGFITER 4 HOIST (2 TON)	No.	10		
4.25	OC025	BAGFILTER 5 & 6 HOIST (2 TON)	No.	10		
4.26	OC 026	AWR HOIST (BOVA) (5 TON)	No.	10		
4.27	OC 027	AIR HEATER HOIST (BOVA) SOUTH (5 TON)	No.	10		
4.28	OC028	SEWAGE HOIST (1 TON)	No.	10		
4.29	OCO29	BAGFILTER UNIT1 HOIST (2 TON)	No.	10		
4.30	OCO30	BAGFILTER UNIT 2 HOIST (2 TON)	No.	10		
4.31	OCO31	BAGFILTER UNIT 3 HOIST (2 TON)	No.	10		
4.32	OC 032	AIR HEATER HOIST (BOVA) NORTH (5 TON)	No.	10		
4.33	OC 033	U1 HP HEATER JIB CRANE (500 KG)	No.	10		
4.34	OC 034	U3 HP HEATER JIB CRANE (500KG)	No.	10		
4.35	OC 035	U5 HP HEATER JIB CRANE (500KG)	No.	10		
4.36	OC 036	UNIT 1 BARIMETRIC BEAM (500KG)	No.	10		
4.37	OC 037	UNIT 2 BARIMETRIC BEAM (500KG)	No.	10		
4.38	OC 038	UNIT 3 BARIMETRIC BEAM (500KG)	No.	10		
4.39	OC 039	UNIT 4 BARIMETRIC BEAM (500KG)	No.	10		
4.40	OC 040	UNIT 5 BARIMETRIC BEAM (500KG)	No.	10		
4.41	OC 041	UNIT 6 BARIMETRIC BEAM (500KG)	No.	10		
4.42	OC 042	UNIT 1 MAKE UP TANK BEAM (500KG)	No.	10		
4.43	OC 043	UNIT 2 MAKE UP TANK BEAM (500KG)	No.	10		
4.44	OC 044	UNIT 3 MAKE UP TANK BEAM (500KG)	No.	10		
4.45	OC 045	UNIT 4 MAKE UP TANK BEAM (500KG)	No.	10		

4.46	OC 046	UNIT 5 MAKE UP TANK BEAM (500KG)	No.	10		
4.47	OC 047	UNIT 6 MAKE UP TANK BEAM (500KG)	No.	10		
4.48	OC 048	BOSLOOP PUMP STATION CRANE (12000KG)	No.	10		
4.49	OC 049	BOSLOOP PUMP STATION CRANE (5000KG)	No.	10		
4.50	OC 050	WINTERSHOOK PUMP STATION CRANE (12500KG)	No.	10		
4.51	OC 051	NOOITGECHT PUMP STATION CRANE (7000KG)	No.	10		
4.52	OC 052	VYGEBOOM PUMP STATION CRANE (12500KG)	No.	10		
4.53	OC 053	RIETKUIL ROSHCON WORKSHOP CRANE (10000KG)	No.	10		
4.54	OC 054	UNIT 1 COAL BUNKER 113L NORTH (5 TON)	No.	10		
4.55	OC 055	UNIT 2 COAL BUNKER 113L NORTH (5 TON)	No.	10		
4.56	OC 056	UNIT 3 COAL BUNKER 113L NORTH (5 TON)	No.	10		
4.57	OC 057	UNIT 4 COAL BUNKER 113L SOUTH (5 TON)	No.	10		
4.58	OC 058	UNIT 5 COAL BUNKER 113L SOUTH (5 TON)	No.	10		
4.59	OC 059	UNIT 6 COAL BUNKER 113L SOUTH (5 TON)	No.	10		
4.60		SPREADER BEAM (GENERATOR STATOR) (265 TON)	No.	10		
4.61		SPREADER BEAM (LP ROTOR) (65 TON)	No.	10		
4.62		SPREADER BEAM (HP ROTOR) (35 TON)	No.	10		
4.63		SPREADER BEAM (HP HEATER) (10 TON)	No.	10		
TOTAL OVERHEAD CRANE SERVICES & INSPECTIONS						

Section F	INSPECTION & SERVICES: POWER MACHINE LIFTING DEVICE (Quarterly Inspections)				
Item no.	Description	Unit	QTY 5Year	Rates	Total
5.1	HAND POWER LIFTING CHAIN BLOCKS 10000KG	No.	300		
5.2	HAND POWER LIFTING CHAIN BLOCKS 5000KG	No.	300		
5.3	HAND POWER LIFTING CHAIN BLOCKS 3000KG	No.	300		
5.4	HAND POWER LIFTING CHAIN BLOCKS 2000KG	No.	600		
5.5	HAND POWER LIFTING CHAIN BLOCKS 1500KG	No.	600		
5.6	HAND POWER LEVER HOIST 6000KG	No.	100		
5.7	HAND POWER LEVER HOIST 3000KG	No.	100		
5.8	HAND POWER LEVER HOIST 1500KG	No.	100		
TOTAL INSPECTION & SERVICES POWER MACHINE LIFTING					

ONCE-OFF REPLACEMENT (SUPPLY, INSTALL & REPAIR SOME OF MAJOR COMPONENTS)					
MORRIS 25/150 TON TURBINE HOUSE NORTH CRANE:					
6.1	Description	Unit	QTY	Unit Price	Total
6.1.1	Supply and Install New Panel Room Switchgears as per the Works Information	EA	1		
6.1.2	Supply and Replace New Brakes Set as per the Works Information	EA	3		
6.1.3	Supply and Repair Controllers as per the Works Information	EA	3		
6.1.4	Supply and Install New Long -Travel Brakes Drums as per the Works Information	EA	6		
6.1.5	Supply and Install New Rubbers Coupling (Long-Travel & Cross Travel)	EA	1		
6.1.6	Supply and Replace Cable Carriers & Hire Cherry Picker	EA	3		
6.1.7	Calibrate Load Scale, Supply and Replace Main & Aux Hoist Load Limit	EA	3		
	TOTAL (Morris 25/150 Ton Turbine House North Crane)				
6.2	MORRIS 25/150 TON TURBINE HOUSE SOUTH CRANE:				
6.2.1	Supply and Replace with New Panel Room Switchgears as per the Works Information	EA	1		
6.2.2	Supply and Repair Controllers as per The Works Information	EA	1		
6.2.3	Supply and Replace Long & Cross Travel Variable Speed Drive Complete Set	EA	3		
6.2.4	Supply and Replace New Rubber Coupling (Long-Travel & Cross Travel)	EA	3		
6.2.5	Supply and Replace Cable Carriers & Hire Cherry Picker	EA	3		
6.2.6	Calibrate Load Scale, Supply and Replace Main & Aux Hoist Load Limit	EA	3		
6.2.7	Repair Bottom Block Sheave Wheel	EA	3		
	TOTAL (Morris 25/150 Ton Turbine House South Crane)				
6.3	MORRIS 10 000KG ASH PLANT NORTH CRANE:				
6.3.1	Supply and Replace Main Control Panel, the Complete Set	EA	1		
6.3.2	Supply and Replace Hoist Brake, Complete Set with Rectifier	EA	3		
6.3.3	Supply and Replace Pendant Station, Remote Controls as per the Works Information	EA	3		
6.3.4	Supply and Replace Long Travel & Cross Travel Brakes	EA	6		
	TOTAL (Morris Ash Plant North Crane)				

6.4	MORRIS 10 000KG ASH PLANT SOUTH CRANE:				
	Description	Unit	QTY	RATE	AMOUNT
6.4.1	Supply and Replace Main Control Panel, the Complete Set as per the Works Information	EA	1		
6.4.2	Supply and Install New Hoist Brake, Complete Set with Rectifier as per the Works Information	EA	3		
6.4.3	Supply and Replace Long Travel & Cross Travel Brakes	EA	3		
	TOTAL (Morris Ash Plant South Crane)				
6.5	MORRIS 20 000KG WORKSHOP CRANE SOUTH				
6.5.1	Supply and Replace Hoist Brake, Complete Set with Rectifiers as per the Works Information	EA	2		
6.5.2	Remove & Repairs Hoist Unit for Gearbox as per the Works Information	EA	1		
	Total (Morris Workshop Crane South)				
6.6	MORRIS 20 000KG WORKSHOP CRANE NORTH				
6.6.1	Supply and Replace Hoist Brake, Complete Set with Rectifiers as per the Works Information	EA	2		
6.6.2	Replace Anti-Collision Safety Sensor	EA	1		
	TOTAL (Morris Workshop Crane North)				
6.7	MORRIS 10 00KG FEED BAY CRANE SOUTH				
6.7.1	Supply and Replace Main Control Panel, the Complete Set as per the Works Information	EA	1		
6.7.2	Replace Overhead Crane Festoon System as per the Works Information	EA	1		
6.7.3	Repair Hoist Unit for Gearbox as per the Works Information	EA	1		
	TOTAL (Morris Feed Bay Crane South)				
6.8	LASCH 20 000KG FEED BAY CRANE				
6.8.1	Supply and Install New Hoist, Cross Travel Panel Complete Set as per the Works Information	EA	1		
6.8.2	Remove and Repair Hoist Unit as per the Works Information	EA	3		
	TOTAL (Lasch Feed Bay Crane)				
6.9	CW PUMP HOUSE 40 000KG NORTH CRANE				

6.9.1	Supply and Install New Hoist, Cross Travel Panel Complete Set as per the Works Information	EA	1		
	Description	Unit	QTY	Price	Total
6.9.2	Remove and Repair Hoist Unit as per the Works Information	EA	2		
6.9.3	Calibrate Main Hoist Crane Scale	EA	1		
	TOTAL (CW Pump House North Crane)				
6.10	CW PUMP HOUSE 30 000KG SOUTH CRANE				
6.10.1	Supply and Install New Hoist, Cross Travel Panel Complete Set as per the Works Information	EA	1		
6.10.2	Supply and Replace Hoist Brake as per the Works Information	EA	2		
6.10.3	Install New Controller System	EA	1		
	TOTAL (CW Pump House South Crane)				

	OTHER BREAKDOWNS & PROVISION OF CRITICAL SPARES				
7	Description	Unit	QTY	Price	Total
7.1.1	Supply & Replace Various Non-Spin Steel Wire Ropes for the Cranes & Hoist. Sizes as per the Works Information	M	2100		
7.1.2	Supply & Change Variable Speed Drives Control Box (55 + 25 % kilowatt)	EA	10		
7.1.3	Supply and Replace Contactors 380V/110V) & 380V/220V	EA	10		
7.1.4	Supply & Change Flat Cable (12 Cord X 2.5mm flat X 400m)	M	400		
7.1.5	Supply & Replace Remotes, Transmitter and Receivers (HBC-Radiomatic)	EA	10		
7.1.6	Supply & Replace Limits Switches, Load Limiter, Upper & Lower Limit (380)	EA	150		
7.1.7	Supply & Replace Brake Rectifier (400V DC) & Fix Binsi Drum Brakes	EA	15		
7.1.6	Supply & Replace Relays (380) Fuses (16A - 415A)	EA	60		
7.1.7	Repair Electric Winches & Fix 10ton Air Winch as when required	EA	10		
	TOTAL (Other Breakdowns & Provision of Critical Spares)				

THE TOTAL OF THE PRICES

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Contractor is expected to conduct maintenance, repair defects as and when required by the client, supply parts on overhead cranes and lifting equipment inspections, includes services, and annual load tests.

The Contractor will be responsible for inspection, maintenance, repair, servicing, and load testing of all the lifting equipment installed and mobile lifting equipment at Arnot Power Station

1.2 Employer's requirements for the service

Provision for the continuation contract of maintenance, repairs, services, and supply parts on overhead cranes and lifting machinery equipment includes inspections, hoist examine and load testing at Arnot Power Station. The service is to ensure the availability, reliability, and continuous improvement on break-down in lifting machinery. All works would be done and carried out as per the O.H.S.A (Driven Machinery Reg.18) and Eskom Operations Standards OS 1455. All lifting equipment's services and maintenance at Arnot Power Station are in line with Preventative and Corrective Maintenance Schedule.

The service that the contractor provides includes three to six-monthly periodic and statutory inspection, monthly-service, and twelve-monthly load testing of all lifting equipment as well as emergency breakdown of overhead cranes, hoists, crawling beams, air winches, and other lifting equipment. The Standard Task Codes apply to all Lifting Equipment listed in the price list; Inspect, examines, service, and perform overhaul inspection on lifting equipment and lifting machinery in (six-months intervals) for 5 (years) as per the price schedule. Major repairs, examination, load testing and hooks measurement will be performed in (twelve- month intervals) for 5 (years) as per the price schedule and the load testing to be done with water weight or test weight.

The Major Repairs and Overhaul scope of work for selected Overhead Cranes, it will be plan and execute as per the scope of work within the duration of 2 years of the contract.

The following Standard Task code applies to all Mobile Crane, Forklift, Telescopic Boom Handler, Hi-Up Truck and Tractor listed in the price list; Examine, load test, take the hook measurement, and repair of lifting tackles on the cranes, ropes inspection, and replacement will take place once every year as per the price schedule.

The contractor must, be a level one approved to inspect and examine overhead traveling cranes and registered with the Department of Labour as a Lifting Machine Entity (LME) and to be able to employ a competent Lifting Machine Inspectors (LMI) as registered with the Engineering Council of South Africa (ECSA), and competent, skilled and trained support staff with all equipment, tools and, other resources necessary to fulfil the service listed.

The Contractor will maintain a register of all lifting equipment installed at Arnot Power Station. The register will be updated from time to time. On completion or termination of the contract, the Contractor will issue the complete register to the Employer in an electronic, Microsoft Office compatible, format.

The Contractor ensures that all required resources as per the contract are always available to provide the service on site. In cases where the regular site-based personnel are unavailable for any reason, then the Contractor provides alternate/replacement personnel within 6 (six) hours, to enable continued provision of the service. Furthermore, after normal working hours, staff performs standby duties and reports to site within 1(one) hour of receiving a call-out or notification of a defects.

The Works include but is not limited to the following:

1.3 Morris 25/150 Ton Turbine House Crane North

1.3.1 Supply and Install New Panel Room Switchgear incl.

- *Control Contactors.*
- *Brake Relays.*
- *Main Hoist Fuse Holders & Auxiliary Fuse Holders.*
- *Cross Travel Fuse Holders & Long Travel Fuse Holders.*
- *Panel Room Lights.*
- *Repair Extractor Fans.*
- *Clean Panel Room.*

1.3.2 Supply and Install New Controllers

- *Cabin Joystick Controllers.*
- *Hoist Motion.*
- *Auxiliary Hoist Motion.*
- *Cross and Long Travel Motion*

1.3.3 Supply and Install New Brake Set

- *Main Hoist Brake complete.*
- *Auxiliary Hoist Brake complete.*
- *2 x Long Travel Brake complete.*
- *1 x Cross Travel Brake complete.*

1.3.4 Supply and Install Long - Cross Travel Brakes Drums

- *2 x Long Travel Brake Drum.*

1.3.5 Supply and Install New Rubbers Coupling (Long-Travel & Cross Travel)

- *Long Travel Coupling Rubbers.*
- *Cross Travel Coupling Rubbers.*

1.3.6 Supply and Replace Cable Carriers

- *Cross Travel Cable Carries.*
- *Repair Festoon System.*
- *Hire Cherry Picker.*

1.3.7 Fix and Calibrate Crane Scale

- *Calibrate Main Hoist Crane Scale.*
- *Calibrate Auxiliary Hoist Crane Scale.*
- *Install New Main Hoist Load Limit.*
- *Install New Auxiliary Hoist Load Limit*

1.3.8 Repair Bottom Block Hooks

- *Supply and Replace Bushes & Repair Bottom Block Sheave Wheel*

1.4 Morris 25/150 Ton Turbine House Crane South

1.4.1 Supply and Install New Panel Room Switchgear incl.

- *Control Contactors.*
- *Brake Relays.*
- *Main Hoist Fuse Holders & Auxiliary Fuse Holders.*
- *Cross Travel Fuse Holders & Long Travel Fuse Holders.*
- *Panel Room Lights.*

- *Repair Extractor Fans.*
- *Clean Panel Room.*

1.4.2 Supply and Install New Controllers

- *Cabin Joystick Controllers.*
- *Hoist Motion.*
- *Auxiliary Hoist Motion.*
- *Cross and Long Travel Motion.*

1.4.3 Supply and Install New Brake Set

- *Main Hoist Brake complete.*
- *Auxiliary Hoist Brake complete.*
- *2 x Long Travel Brake complete.*
- *1 x Cross Travel Brake complete.*

1.4.4 Travel Variable Speed Drive

- *Supply and Replace Long & Cross Travel Variable Speed Drive Complete Set*

1.4.5 Supply and Install New Rubbers Coupling (Long-Travel & Cross Travel)

- *Long Travel Coupling Rubbers.*
- *Cross Travel Coupling Rubbers.*

1.4.6 Supply and Replace Cable Carriers

- *Cross Travel Cable Carries.*
- *Repair Festoon System.*
- *Hire Cherry Picker.*

1.4.7 Fix and Calibrate Crane Scale

- *Calibrate Main Hoist Crane Scale.*
- *Calibrate Auxiliary Hoist Crane Scale.*
- *Install New Main Hoist Load Limit.*
- *Install New Auxiliary Hoist Load Limit.*

1.4.8 Repair Bottom Block Hooks

- *Repair Bottom Block Sheave Wheel*

1.4. Morris 10 000kg Ash Plant North Crane

1.4.1 Supply and Replace Main Control Panel, the Complete Set

- *Main and Control Panel Complete with enclosure.*
- *Main Hoist Variable Speed Drive.*
- *Cross & Long Travel Variable Speed Drive.*
- *All Switchgear.*

1.4.2 Hoist Brake

- *Supply and Replace Hoist Brake Complete with Rectifier*

1.4.3 Pendant Station

- *Supply and Replace Pendant Station Controls.*

1.4.4 Long Travel & Cross Travel Brakes

- *Supply and Replace Long Travel & Cross Travel Brakes.*

1.5 Morris 10 000kg Ash Plant South Crane

1.5.1 Supply and Replace Main Control Panel

- *Main and Control Panel Complete with enclosure.*
- *Main Hoist Variable Speed Drive.*
- *Cross Travel Variable Speed Drive.*
- *Long Travel Variable Speed Drive.*
- *All Switchgear.*

1.5.2 Supply and Install New Hoist Brake

- *Main Hoist Brake Lining.*
- *Creep Speed Brake Lining.*
- *Hoist Dished Washer Pack.*
- *Creep Speed Dished Washer Pack.*
- *Complete Set Bearings.*
- *Complete Set Oil Seals.*
- *Hoist Rope Guide.*
- *Hoist Limit Switch.*
- *Cross Travel Brake Linings.*
- *Cross Travel Dished Washer Pack.*
- *Complete Set Cross Travel Bearings and Seals.*

1.5.3 Supply and Replace Long Travel & Cross Travel Brakes

- *Long Travel Brake Linings.*
- *Long Travel Dished Washer Packs.*
- *Complete Set Bearings and Seals*

1.6 Morris 20 000kg Workshop Crane South

1.6.1. Supply and Replace Hoist Brake

- *Main and Control Panel complete with,*
- *Enclosure*
- *Main Hoist Variable Speed Drive.*
- *Cross Travel Variable Speed Drive.*
- *Long Travel Variable Speed Drive.*
- *Switchgear*

1.6.2 Remove Gearbox, Supply and Install New

- *Main Gear Output Shaft.*
- *Rope Drum Spline Insert.*
- *1st Gears*
- *Main Gear*
- *Complete Set Bearings and Seals.*

1.7 Morris 20 000kg Workshop Crane North

1.7.1. Supply and Replace Hoist Brake

- *Main and Control Panel complete with, Enclosure*
- *Main Hoist Variable Speed Drive.*
- *Cross Travel Variable Speed Drive.*
- *Long Travel Variable Speed Drive.*
- *Switchgear*

1.7.2 Replace Anti-Collision Safety Sensor

1.8 Morris 10 00kg Feed Bay Crane South.

1.8.1 Supply and Replace Main Control Panel

- *Main and Control Panel, with Enclosure.*
- *Variable Speed Drive Hoist.*
- *Variable Speed Drive Cross Travel.*
- *Variable Speed Drive Long Travel.*
- *All Switchgear*

1.8.2 Replace Overhead Crane Festoon System

- *Pendant Station.*
- *C-Track and Accessories.*

1.8.3 Remove Gearbox, Supply and Install New

- *Main Gear Output Shaft.*
- *Rope Drum Spline Insert.*
- *1st Gears*
- *Main Gear*
- *Complete Set Bearings and Seals.*

1.9. Lasch 20 000kg Feed Bay Crane

1.9.1 Supply and Install New Hoist, Cross & Long Travel Panel

- *Variable Speed Drive for Hoist.*
- *Variable Speed Drive for Cross Travel.*
- *Long Travel Panel complete with,*
- *Variable Speed Drive*
- *Switchgears*

1.9.2 Remove and Repair Hoist Unit

- *Hoist Brake Lining.*
- *Hoist Thrust Assembly.*
- *Complete Set Bearings.*
- *Complete Set Oil Seals.*
- *Rope Guide.*

1.9.3 Repair Overhead Crane Festoon System

- *Pendant Station.*
- *C-Track and Accessories.*

1.10 CW Pump House 40 000KG North Crane

1.10.1 Supply and Install New Hoist, Cross & Long Travel Panel

- *Cross Travel Panel complete with,*
- *Variable Speed Drive for Hoist.*
- *Variable Speed Drive for Cross Travel.*
- *Long Travel Panel complete with, Variable Speed Drive & Switchgears*

1.10.2 Remove and Repair Hoist Unit

- *Hoist Brake Lining.*
- *Hoist Thrust Assembly.*
- *Complete Set Bearings.*
- *Complete Set Oil Seals.*
- *Rope Guide.*

1.10.3. Repair and Calibrate Crane Scale

1.11. CW Pump House 30 000KG South Crane

1.11.1 Supply and Install New Hoist, Cross & Long Travel Panel

- *Cross Travel Panel complete with,*
- *Variable Speed Drive for Hoist.*
- *Variable Speed Drive for Cross Travel.*
- *Long Travel Panel complete with, Variable Speed Drive*
- *Switchgears*

1.11.2 Hoist Brake

- *Supply and Replace Hoist Brake Complete with Rectifier*

1.11.3 Install New Controllers

- *Change Controllers from Pendant to Remote System*

1.12. GENERAL BREAKDOWNS & PROVISION OF CRITICAL SPARES

Emergency Repairs/ Breakdown of Overhead Cranes, Electric Hoists, Chain Hoist, Air Winch, and Air Chain Blocks

1.12.1 Supply & Replace Various Steel Wire Ropes for the Cranes & Hoist

- *Steel Wire Rope Construction 6 x 36 IWRC.*
- *Steel Wire Rope Size 38m.*
- *Steel Wire Rope Length 900m*

- *Steel Wire Rope Construction 6 x 36 IWRC.*
- *Steel Wire Rope Size 20m.*
- *Steel Wire Rope Length 700m.*

- *Steel Wire Rope Construction 6 x 36 IWRC.*
- *Steel Wire Rope Size 24m.*
- *Steel Wire Rope Length 130m*

- *Steel Wire Rope Construction 6 x 36 IWRC.*
- *Steel Wire Rope Size 20m.*
- *Steel Wire Rope Length 60m.*

- *Steel Wire Rope Construction 6 x 36 IWRC.*
- *Steel Wire Rope Size 16m.*
- *Steel Wire Rope Length 300m*

1.12.2 Supply & Change Variable Speed Drives Control Box (55 + 25 % kilowatt)

1.12.3 Supply and Replace Contactors 380V/110V) & 380V/220V.

1.12.4 Supply & Change Flat Cable (12 Cord X 2.5mm flat X 400m)

1.12.5 Supply & Replace Remotes, Transmitter and Receivers (HBC-Radiomatic)

1.12.6 Supply & Replace Limits Switches, Load Limiter, Upper & Lower Limit (380)

1.12.7 Supply & Replace Break rectifier (400V DC) & Binsidrum Brakes Electromagnetic Actuator

1.12.8 Supply & Replace Relays (380) Fuses (16A - 415A)

1.12.9 Repair Electric Winches (Electric Control Panel) & Fix Air Winch (internal services)

1.2.1 Visual Inspection Information

- Bottom block (safety catch, sheave wheels, free movement, side covers, etc)
- Hoist unit (hoist, gearboxes, motors, brake assemblies, drums, couplings, mountings, etc)
- Rope or chain system (condition, anchor point, rope guide, etc)
- Long travel (gearboxes, motors, mountings, couplings, wheels, runway beams or gantry rails, etc)
- Cross travel (gearboxes, motors, mountings, couplings, wheels, girder rails, crab, etc)
- Ensure that the SWL is visible on the bottom block, hoist unit and structure.

1.2.2 Inspections

The Contractor will undertake all regular lifting equipment inspections. The Contractor will record all inspections and take immediate corrective action if a defect is found.

Should the lifting equipment be unsafe for use, the Contractor will inform the Employer Representative immediately, who will isolate electrical power to the lifting equipment (where applicable). The Contractor will provide adequate signage indicating that the lifting equipment is out of order.

The lifting equipment may only be returned to service once all defects have been corrected and accepted by the Employer Representative. Some inspections will include NDT tests e.g., check for cracks and deformation.

1.2.3 Maintenance and Repair

The Contractor will ensure that proper lifting equipment maintenance is undertaken. Such maintenance will take place at the interval determined by Arnot Power Station and will only be undertaken in accordance with the relevant Eskom standard, original equipment manufacturer standard and applicable national standards.

The Contractor will ensure that repairs are made to lifting equipment if defects are identified during inspections. If the required repair cannot be completed in the time scheduled for the inspection and does not cause the lifting equipment to be unsafe for use, then the Contractor will plan for repairs and make a crane be available.

1.2.4 Service

The Contractor will undertake regular lifting equipment services, includes cleaning of the surfaces and the cranes surrounding areas.

1.2.5 Load Testing

The Contractor must, as a minimum requirement, comply with the following before performing a load test:

- The lifting equipment must be serviced before a load test can be carried out.
- Repairs must be completed before load testing.
- The lifting equipment must be in a safe working condition.
- For all the crawl beams the load test must be done only as and when required (e.g., in outages and break downs).
- The Contractor must provide the load testing equipment that will be used for the load test.
- The standard allowable deflection must be presented to the Employer Representative by the Contractor before the load test and at least one Employer's Representative must be there when load tests are being done. This must be a standard, derived from standards and norms and will be used to determine the allowable deflection at a point.
- After completing a load test, the Contractor will provide a test certificate in terms of the Occupational Health and Safety Act (Act 85 of 1993) to the Employer Representative.

1.2.5.1 Deflection Information

- (a) Record the type of structure (main, aux girder, between supports, overhang or jib)
- (b) Record the constant that has been used to calculate allowable deflection (750, 500, 250, 180, $R+L / 250$)
- (c) Record the deflection in mm
- (d) Record whether it has passed or failed according to the standard that has been used

1.2.5.2 Brake Information

Record the braking distance of the:

- (a) Main hoist brake
- (b) Auxiliary hoist brake
- (c) Cross travel
- (d) Long travel
- (e) Record whether the stopping distance is acceptable for specific crane and specific brake.

1.2.5.3 Load Limiter Information

- (a) Load limiter type and name (if there is no load limiter fitted to the crane, then record it on the report)
- (b) Record whether the load limiter has tripped (if applicable, after adjustments)
- (c) Record the weight of the load that had tripped the load limiter.
- (d) Record if the load limiter was calibrated and by whom.
- (e) Record the settings of the load limiter.

1.2.7 Breakdowns

The Contractor will be responsible for the repair of all lifting equipment breakdowns and the Contractor will start work within three (3) hours of being called out. In addition to the repair of the breakdown, the Contractor will also conduct a thorough inspection and complete the required check list.

1.2.6 Spares and Consumables

- The Contractor will provide all the required tools to perform the work and will provide all the required consumables, such as cleaning equipment. Where applicable, consumable will comply with OEM specifications and requirements.
- All mechanical and electrical spare parts used by the Contractor will be OEM approved and will be the same make and type as the parts removed. Any faulty electrical components will be replaced with the same make and type of component as was removed.
- Should equipment be obsolete and no longer available, the Contractor may install an alternative as agreed with the Employer. No modifications may be made without the express written permission of the Employer.
- In all cases, the Contractor remains responsible for lubrication issues. If assistance required, the Employer would make necessary arrangement.

1.3 Interpretation and terminology

(a) Allowable Deflection

The maximum allowable vertical displacement when a load is applied to the structure at that point as per design specifications or standard calculations for the specific type of structure.

(b) Competent Person

A person who has such practical and theoretical knowledge and such experience of lifting equipment as is necessary to carry out a load test, inspection, and repair.

(c) Crab

This is an assembly incorporating one or more lifting units that traverses the girder of a crane.

(d) Cross Travel

If the crane has gantries and girders, the cross travel will be horizontal movement of the hoist on the girder. There can only be a cross travel if there is a long travel.

(e) Deformable Length

The effective radius added to the height from working floor level to the underside of the jib arm.

(f) Duty Cycle

This is a cycle of electrical input(s) to a motor(s) that commences when a load is picked up and ends when the hoist picks up the next load.

(g) Effective Radius

This is a horizontal distance between the centre line of rotation and the vertical centre line through the load lifting attachment at the extreme point of travel.

(h) Girder

This is a structural member(s) on which the crab is supported.

Inching Operation (Jogging or Plugging)

Operation of the controller to give partial starts.

(i) Main Girder / Auxiliary Girder

If the crane has a double girder the main girder will be defined as the girder where the control panels are situated, and the other girder will be known as the auxiliary girder. A single girder will be known as the main girder.

(j) Electric Overhead Travelling Crane

A crane comprising a girder supported by end carriages capable of travelling along elevated tracks using electrical power.

(k) Load

Is the lifted weight or equipment measured in kilogram(kg).

(l) LMI

Person who is responsible and competent to perform inspections and test according to acceptable standards and legislation as specified and with the valid registration as a lifting machinery inspector in accordance with the relevant national body.

(m) Load Test Technician

Is a competent person, appointed in writing by the *Contractor* to perform general load tests. This person must be at least a qualified artisan with the required experience. The onus is on the *Contractor* to prove that the person is competent according to the requirements of the OHS Act.

(n) Load Test Specialist

Is a competent person, appointed in writing by the *Contractor*, to perform all types of load tests. This person must be at least a qualified artisan with the required experience. The onus is on the *Contractor* to prove that the person is competent according to the requirements of the OHS Act.

(o) Long Travel

Is the horizontal motion of the whole crane along the track. If the hoist unit can move in only one horizontal direction, that direction will be known as the long travel.

(p) Maximum Test Deflection

Is the maximum deflection of a structure that will be allowed during a load test.

Portal Crane (Goliath, High Pedestal)

Is a crane comprising a girder supported by leg(s) and capable of travelling on tracks at ground or deck level.

(q) Runway Beam

Is an overhead beam for carrying loads, which is moved along it.

(r) Safe Working Load (SWL)

Is the maximum load that can be safely handled by a structure or lifting equipment under specific conditions.

(t) Span

For cranes it is the horizontal distance between the centres of the tracks that support the crane.

For under slung hoists and runway beams between supports it is the horizontal distance between the centres of the support that supports the runway beam.

For overhang it is the horizontal distance from the last support to the end of the runway beam.

(u) Standard Allowable Deflection Calculation

The standard allowable deflection calculation is to be presented to the *Employer Representative* by the *Contractor* and must be a standard calculation, derived from standards and norms, which will be used to determine the allowable deflection at a point.

(v) Test Point(s)

Point(s) where the deflection of the structure will be a maximum with any given load.

(w) Test Weight

The calibrated and certified weight that will be used to load test the installation according to OEM standards or the requirements of the applicable sections of the Occupational Health and Safety Act, No. 85 of 1993 (relating to Lifting Machines and Lifting Tackle in terms of design, construction, material strength). The weight will be 125% of SWL for new installations and 110% of SWL for all other tests.

(x) Underslung

An overhead travelling hoist (with no cross travel) supported, for its long travel motion, from the bottom flanges of tracks on which it travels.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ANN	Annually
SOW	Scope of Work
OHS Act	Occupational Health and Safety Act
SWL	Safe Working Load
OEM	Original Equipment Manufacturer
EA	Each
QTY	Quantity

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- (a) Quality management system implementation programme.
- (b) A Quality Control Plan (QCP) for each Task Order with hold, witness and verification points for the *Employer* to check and monitor progress.
- (c) Safety plan including implementation programme.
- (d) Staff qualifications and experience and/or time frame for appointment of staff.
- (e) A Programme and resource schedule for the *Service* and for each Task Order.
- (f) Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all.
- (g) Any staff replacement should be accepted by the *Employer* and the replacement must meet the conditions stipulated above.

The *Contractor* will issue a monthly report to Arnot Power Station.

The following minimum information must be contained in the report:

- Maintenance and Repairs Undertaken.
- Breakdowns
- Inspection Findings
- Incidents Report
- Load Tests Completed.

Programmed maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24-hour standby provision. In case of any major breakdowns, a repair plan of action must be submitted to the *Employer* within 4 hours. Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

2.2 Management meetings

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.

The *Employer* and *Contractor* must hold meeting on monthly basis where the following will be discussed:

- (a) Review the overall performance of the contract.
- (b) Formulate strategies to address loopholes should they be found.
- (c) Review contract statutory compliance.
- (d) Review major incident in connection with this contract
- (e) Risk registers and compensation events
- (f) Overall contract progress and feedback

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:
OHS Act Safety Risk Feedback Meeting	Monthly in the Monthly Meetings	Arnot Power Station	<i>Employer, Contractor, and Safety Representative</i>
Overall Contract Progress and Feedback	Monthly in the Monthly Meetings	Arnot Power Station	<i>Employer, Contractor, and Quality Representative</i>
Maintenance, Services, Repairs and Breakdowns	Monthly Meetings	Arnot Power Station	<i>Eskom Employees and Contractors Representative</i>

2.3 Contractor's Management, Supervision and Key People

Before work starts on site, an inaugural meeting shall be held with the *Contractor* and the *Employer*, to explain in detail all requirements of the Site Regulations.

The *Contractor* shall be issued with a file of current Site Regulations on arrival. The file remains the property of the *Employer* and the *Contractor* is responsible for its maintenance and updating to include new or revised regulations as issued by the *Employer*.

The *Contractor* must ensure that all personnel operating mobile equipment and vehicles are trained and authorized where applicable, this includes but not limited to; (i) Forklifts (ii) Mobile Cranes (iii) Cherry Pickers (iv) Sky Jacks.

The *Contractor* shall be responsible for the regular inspections and regular equipment checks of the mobile equipment and vehicles including record keeping.

The *Contractor* must ensure that all personnel performing work on the plant are authorized, this includes but not limited to:

- Confined space locations
- Working at heights
- Heat stress areas
- Hazardous substances

The Lifting Machinery Inspector must be a competent person with a trade test certificate and ECSA accredited with the minimum experience of one year working as a lifting equipment inspector. The Assistant Lifting Machinery Inspector must have a trade test certificate in lifting equipment machinery and at least one year experience on the same job.

2.4 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.

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself or else will be sent by fax that will be provided by the *Contractor* to the *Employer*. There will be no communications made over the telephone as that will have no proof.

(a) The *Contractor* shall compile QCP's and Method Statements and submit to the *Employer* for review and approval.

- (b) The Contractor shall ensure that any witness, hold, and inspection points are strictly adhered to.
- (c) The Contractor to ensure that all measuring and test equipment is calibrated at all times & proof thereof must be readily available (load test certificates should be valid on all lifting equipment).
- (d) All Quality References and Standards as stipulated in this document will be adhered to.
- (e) Work will only be conducted with an Employer approved Quality Management Programme.
- (f) The Contractor shall utilize the Employer's quality documentation management system and processes.

2.6 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.

The *Contractor* shall address the tax invoice to

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)

2.7 Training workshops and technology transfer

Tenderers are encouraged to transfer the technical skills and have Skill Development initiatives in terms of the Skills required for this project as part of the service, and SD&L obligation will apply to this contract.

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

2.8.1 Register

The register will be available to the *Employer* at any time. On completion or termination of the contract, the *Contractor* will issue the complete register to the *Employer* in an electronic, Microsoft Office compatible, format.

2.8.2 Information and other things

- (a) The *Contractor* will keep records of all inspections, load tests and service reports.
- (b) A signed copy of each report will be issued to the *Employer Representative* within the same shift of the completion of such inspection, load test or service.
- (c) An electronic copy of the same report will be issued to *Employer Representative* electronically with 24 hours of the completion of such inspection or service.
- (d) The *Contractor* will keep record of all load tests. A copy of each load test report will be issued to the *Employer Representative* with 24 hours of the completion of such load test.
- (e) The *Contractor* will keep records relating to staff and will include qualification and training records.
- (f) The *Contractor* must, at the request of the *Employer Representative*, provide adequate proof that all staff is competent to perform their required duties.

2.9 Management of work done by Task Order

The Employer will issue task order for service to be carried out each month, no work to be carried without official instruction documents (purchase and task order).

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- .
- .
- .
- .
- .

3.2 Environmental constraints and management

(i) The *Contractor* will implement an Environmental Management System (EMS) and will maintain the EMS until the completion of the whole of the *Service*. The EMS will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

(ii) The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the EMS. Any deviations will be corrected to the *Employer's* satisfaction.

(iii) Furthermore, the *Contractor* will be familiar with and comply with Arnot Power Station's environmental management policies and procedures. Attention is drawn to Arnot Power Station's environmental non-conformance procedure, waste management procedure and spill clean-up procedure.

(iv) The *Contractor* meets the following environmental requirements:

a) Storm water

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

b) Contaminated soil

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

c) Redundant Plant and Materials

Redundant Plant and Materials is removed from Site to the reclamation yard using the appropriate procedures. The *Service Manager* provides approval for all material to be removed from Site to the reclamation yard.

e) General Control of Site Activities

The Site is controlled in an environmentally responsible manner. Note the following: Noise and pollution levels for all construction Equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from Site. Temporary services are maintained in a good and proper manner.

f) Plant & Material wash-down facilities

Wash down of plant and material can only be done in areas designated by the *Service Manager*. And all the drainage channels and pipes are always kept clean and special attention is given to clean the drains after the rain.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

(a) The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the *Service*. The system, will as a minimum, comply with the provisions of the ISO 9001:2015 standard and Supplier Quality Management: Specification (240-105658000 also known as QM 58) . The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

(b) The *Contractor* is responsible for defining the level of Quality Control Plan (QCP) or inspections to be imposed. The level should be based on criticality of plant and material and must be submitted to the *Service Manager* for acceptance prior to the commencement of any work activities.

(c) The *Contractor* compiles a data package of relevant drawings, test certificates, design checks and other technical information for each section of work or Task Order which is to be reviewed and signed off by the *Employer*.

(d) The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the system. Any deviations will be corrected to the *Employer's* satisfaction.

(e) The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance.

(f) The *Contractor* may only continue with work activities when all deficiencies have been corrected to the applicable standard. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

(g) 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.

(h) The *Contractor* will work according to the *Employer's* standards, specifications, guidelines, and procedures. Where no standards, specifications, guidelines, and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

4 Procurement

4.1.1 Minimum requirements of people employed.

The contractor must supply a minimum of one team onsite all the time which comprise one LMI technician and Semi-Skilled. The LMI technician shall be appointed as a site supervisor. The LMI shall be in position of a valid certificate as a lifting machinery inspector registered with (ECSA) and or equivalent qualification. Crane technicians shall hold a minimum of N3 certificate or equivalent with a relevant trade test certificates preferably millwright trade test.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The contractor must, be a level one approved to inspect and examine overhead traveling cranes and registered with the Department of Labour as a Lifting Machine Entity (LME) and to be able to employ a competent Lifting Machine Inspectors (LMI) as registered with the Engineering Council of South Africa (ECSA), and competent, skilled and trained support staff with all equipment, tools and, other resources necessary to fulfil the service listed.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The contract will be awarded to a single supplier capable of delivering service. No subcontracting

4.3 Plant and Materials

4.3.1 Specifications

All original equipment manufacturer standards are applicable and must be followed when performing any task at Arnot Power Station. Furthermore, where applicable, standards as listed below are also to be used. It is the responsibility of the *Contractor* to ensure that all work performed is according to applicable standards.

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<i>Contractor</i>
240-106628253	Standard for welding requirements on Eskom Plant	<i>Employer</i>
240-28833001	Alcohol testing procedure	<i>Employer</i>
240-29259745	Environmental non-conformances, corrective and preventative actions	<i>Employer</i>
240-29311739	Occurrence Management Procedure	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Employer</i>
240-30854758	Environmental spillage management procedure	<i>Employer</i>
240-31262911	Evacuation Permit Procedure	<i>Employer</i>
240-33530274	Camera Procedure	<i>Employer</i>
240-36568984	Authorisation and Re-authorisation	<i>Employer</i>
240-37566589	First Aid Training and Boxes	<i>Employer</i>
240-37566618	Medical Surveillance	<i>Employer</i>
240-37567213	Working in confined spaces	<i>Employer</i>
240-39136487	Standby Call Out Management Procedure	<i>Employer</i>
240-69386247	Maintenance Work Orders on SAP PM	<i>Employer</i>
240-39424652	Infrequent used lifting beam management	<i>Employer</i>
240-150642762	Generation Plant Safety Regulations	<i>Employer</i>
240-105658000 (QM 58)	Supplier Quality Management: Specification	<i>Employer</i>
32 - 5	Incident Management Procedure	<i>Employer</i>
240-62946386	Vehicle and Driver Safety Management	<i>Employer</i>
32 – 136	Construction Safety, Health & Environment Management	<i>Employer</i>
557-6823	Cardinal Rules	<i>Employer</i>
36 - 583	Cellular phone usage whilst driving and working	<i>Employer</i>
BS 2853:1957	The design and Testing of Steel Overhead Runway Beams	<i>Employer</i>
SANS 61-1	Cranes - Limiting and indicating devices Part 1: General	<i>Employer</i>
SANS 1599	Cranes	<i>Employer</i>
SANS 4309	Crane - Steel Wire-Rope	<i>Employer</i>
SANS 4310	Test code and procedures	<i>Employer</i>
SANS 19:2004	The inspection, testing and examination of mobile cranes	<i>Employer</i>
SANS 10360	The maintenance and repair of electric and hydraulic powered lifts, escalators and passenger conveyors.	<i>Employer</i>

4.3.2 Correction of defects

The Contractor will ensure that repairs are made to lifting equipment if defects are identified during inspections. If the required repair cannot be completed in the time scheduled for the inspection and does not cause the lifting equipment to be unsafe for use, then the Contractor will make special arrangements with the Employer Representative to make the lifting equipment available for the repair.

5 Working on the Affected Property

The Site is at Arnot Power Station situated $\pm$ 50 km East of Middelburg on the N4 Offramp Road, Rietkuil Mpumalanga. Access to the site will be via the main security gate only.

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

The Employer will inform the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security gate.

The Contractor provides the Employer with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the Employer who arranges for all gate permits.

5.2 People restrictions, hours of work, conduct and records

The Contractor will notify the Employer Representative immediately of problems, interferences or other factors affecting the cost, quality or time of the works and uses his own equipment and tools (i.e., any hand tools, lifting equipment, ladders, generators, electrical equipment, work benches etc.) as well as personal protective equipment for all workers.

Working Normal Hours

160 Hours per month

Working Start time:

Monday to Thursday 07:00 to 16:15

Friday 07:00 to 12:00

Lunch 30 minutes Monday to Thursday

No Lunch on Friday

5.3 Health and safety facilities on the Affected Property

5.3.1 Medical facilities

(a) The Contractor provides, at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.

(b) Outside the Employer's office hours, the Employer's First Aid Services will only be available for serious injuries and life-threatening situations.

(c) The Employer will be entitled, however, to recover the costs incurred, for the use of the above Employer's facilities, from the Contractor.

5.4 Equipment provided by the *Employer*.

Support services will be provided by the Employer i.e., Forklift, Mobile Crane, and Scaffolding working platform.

5.5 Site services and facilities

5.5.1 Provided by the *Employer*

(a) The *Contractor* is supplied with an off-terrace site area for his yard, inside the Power Station security fence, for his use during the full period of the works.

(b) The *Contractor's* yard is subject to periodic inspection by the *Service Manager*.

(c) The location of the nearest sewer manhole, power distribution point, potable water connection, storm water channel and road access point is indicated by the *Employer*. Connections to the interface points supplied by the *Employer* are the responsibility of the *Contractor*.

(d) The *Contractor* complies with the environmental policy given in the Site Regulations.

(e) The *Contractor* provides, erects and maintains for his own use adequate size office accommodation and stores together with such drainage, lighting, heating, and hot and cold water services as may be required. Provision is also made for adequate parking and a turning area adjacent to all the aforesaid structures. The *Employer*, prior to commencement of any work on site, accepts all designs and layouts for these provisions.

(f) The *Contractor* includes in his establishment rates for all further treatment of the yard area that he considers necessary for the entire operation throughout the contract and under all weather conditions. The *Contractor* includes for all security fencing, security and access arrangements. Maintenance of the yard is the *Contractor's* responsibility and to the *Service Manager's* acceptance. Outfall drainage of all surface run-off drains is constructed by the *Contractor* to the acceptance of the *Service Manager* to minimise erosion and to effect control of contaminated water.

(g) The *Contractor's* plan states fully what measures are taken regarding removal and storage of topsoil, stabilization of eroded areas and further loss of topsoil.

(h) The *Contractor* dismantles and clears the yard of all such temporary structures and associated foundations and infrastructure at the direction of the *Employer* on completion of the whole of the works. No such dismantling and clearance work is carried out without prior acceptance from the *Employer*.

5.5.2 Electricity

(a) All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the *Service Manager*.

(b) No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*.

(c) No guarantees of power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.

(d) 220 and 380V power source will be available near the off-terrace site area. It is the *Contractor's* responsibility to connect to this power source and obtain statutory certificate of compliance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose. Construction power is available to the *Contractor* within the main turbine and boiler house.

(e) All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

(f) The *Contractor* shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards to the various points where it is required, maintain same and remove on completion.

5.5.3 Lighting

(a) Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the *Contractor* at his own expense. No local lighting will be provided by the *Employer*, with the exception of the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the *Employer*.

5.5.4 Ventilation

(a) The *Contractor* shall make his own allowance for adequate ventilation of the *service*.

5.5.5 Compressed air

(a) Compressed air is available for the *service*. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

5.5.6 Water

(a) The *Employer* provides a water connection point at the *Contractor's* off-terrace site yard.

(b) The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required.

(c) The *Contractor* is responsible to maintain these facilities and to remove it at completion of the whole of the works.

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

5.5.7 Telecommunication

(a) The *Service Manager* makes available telephone connection points near the *Contractor's* off terrace site yard.

(b) The *Contractor* makes the necessary arrangement with all local and national authorities in ensuring that the necessary connections are made to the telephone connection points provided by the *Service Manager*.

(c) The *Contractor* is responsible for the connection, rental and any monthly phone bills.

5.5.8 Roads

(a) Main access roads are surfaced and complete and may be used by the *Contractor* with the necessary care.

(b) The *Employer* maintains the site roads, described above, to a fair condition. Any costs incurred by the *Service Manager* from damage caused to underground services, structures and the like as a result of the *Contractor* not using the prescribed routes, is recovered from the *Contractor*.

(c) The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Employer*.

5.5.9 Sanitary Facilities

(a) All the *Contractor's* personnel are expected to make use of the Station Terrace sanitary facilities. The *Contractor* provides additional facilities as required at own cost.

5.5.10 Lay Down

(a) No plant, material and equipment lay down areas are permitted on the terrace.

(b) The *Contractor* delivers all plant, materials, and equipment to the point of erection as and when needed.

(c) Plant, materials, and equipment not used within 14 days are removed from the terrace and stored in the site yard.

5.6. SAFETY AND ACCIDENT PREVENTION

(a) The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property.

(b) This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective.

(c) The *Contractor* will report any incident and accidents to Arnot Power Station within 24 hours.

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

5.6.1 Confidentiality

(a) This document in its entirety is for the sole use of the *Employer*.

(b) No part of this document may be discussed, distributed, disseminated, copied, or transmitted in any form to any third party without the prior consent of the *Employer*.

5.6.2 Access to Site

(a) The *Contractor* makes his own assessment of and allows in his rates for those access problems that may be encountered.

(b) No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

(c) Access to site shall be in line with the Arnot Power Station's access procedure.

(d) The *Contractor* shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period.

(e) A permit shall only be issued once the *Contractor* has attended the safety induction and has undergone medical checks.

(f) All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. No asset shall be removed from site if the permit form is not attached.

(g) The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate.

(h) All *Contractors'* permits must be returned to Protective Services on completion of the *service*.

5.6.3 Equipment

(a) Any equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition.

(b) The *Service Manager* has the right to stop the *Contractor's* use of any equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

(c) Off-loading and material handling equipment is not available on site and if required, is to be provided by the *Contractor*.

5.6.4 Accommodation and transportation

(a) The *Contractor* provides his own accommodation and transport for all his employees engaged in the execution of the *service*.

(b) This includes the needs of his subcontractors.

(c) The cost for accommodation, as well as for transportation to and from site is included in the Prices.

(d) No accommodation is available at Arnot Power Station.

5.6.5 Recruitment of semi-skilled workers

Eskom Holdings SOC Limited's requirements regarding employment of semi-skilled workers are as follows:

"Arnot Power Station requires that during recruitment of unskilled or semi-skilled labour, a *Contractor* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from the local community and will only resort to other avenues if the local community cannot provide the requisite resources. To engage in the above recruitment process, you may contact the local Job Seekers and Arnot Stakeholder Management. The *Contractor* shall under no circumstances be allowed to recruit laborer(s) at Eskom Arnot Main Security Gate

(a) Any overhead cost and administration expenses will be charged and covered on preliminary and general.

(b) Site establishment or de-establishment will be charged once-off. The mobile crane for off-loading and on-loading containers equipment will not be provided on site and will be covered by the *Contractor*.

(c) The *Service Manager* has the right to stop the *Contractor's* use of any equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

(a) The *Contractor* will be responsible for the cleaning of the surfaces and surrounding areas on each of the areas where work must be performed.

(b) On completion, all oil and grease spillages will be properly cleaned and other materials will be removed and disposed of by the *Contractor* in accordance with the *Employer's* policies and procedures

6.1 Drawings issued by the *Employer*

[illegible]