



NEC3 Term Service Contract (TSC3)

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

**and [Insert at award stage]
(Reg No. _____)**

for Provision of resources for electrical outage work, routine, repairs, inspections, cleaning, support services, and emergency breakdown services on an "as and when" required at Tutuka Power Station for a period of 5 years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[19]
Part C2 Pricing Data	[28]
Part C3 Scope of Work	[60]

CONTRACT No. [Insert at award stage]

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:

Provision of resources for electrical outage work, routine maintenance, repairs, inspections, cleaning, support services, and emergency breakdown services on an "as and when" required basis at Tutuka Power Station for a period of 5 years.

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

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

Options A	The offered total of the Prices exclusive of VAT is	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

Date

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*.

ESKOM HOLDINGS SOC Ltd

CONTRACT NO. _____

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

witness

Tenderer's CIDB registration number:

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.

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

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

C1.2a TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1.	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company

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

		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	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Provision of resources for electrical outage work, repairs, inspections, cleaning, support services, and emergency breakdown services on an "as and when" required at Tutuka Power Station for a period of 5 years.
11.2(14)	The following matters will be included in the Risk Register	
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	2 weeks
2	The Contractor's 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	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	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 25th day of each successive month during Outages or as and when required
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	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	Tasks or scope of work, or appendices or annexures not included in this contract after contract
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	None
9	Termination	NEC3 TSC core Termination Clauses will be applied during Termination

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 2 weeks.
50.6	The <i>exchange rates</i> are those published in Not Applicable

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

12 Data for secondary Option clauses

X1	Price adjustment for inflation
X1.1	The <i>base date</i> for indices is The month prior the closing date of this enquiry

	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>15 %</td><td colspan="2">non-adjustable</td></tr> <tr> <td>100</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15 %	non-adjustable		100		
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15 %	non-adjustable																									
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X2	Changes in the law	Of the Republic of South Africa becomes compensation event if it happens after contract award																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	Annexure A on the second last page of this document																								
X18	Limitation of liability																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																								
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event																								
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	6 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	3 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	No incentive schedules No incentives will be paid out for Key performance indicators. KPI's are there to monitor performance of this contract Key performance indicators table is in appendix B of this contract document
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 months
Z	The <i>additional conditions of contract</i> are	Z1 to Z16 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety

of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal *Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his SubContractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his SubContractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Sub <i>Contractors</i> or Sub <i>Contractor's</i> 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 Sub <i>Contractors</i> or the Sub <i>Contractor's</i> employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance 86

by the
Employer

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
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 *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The *Contractor* and its sub*Contractors* implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.
- Z15.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its sub*Contractors* requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.

Z16 Protection of Personal Information Act Compliance

- Z16.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").
- Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

- Z16.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
- adequate, relevant and not excessive Processing.
- Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z16.5.1 the other Party's Processing of the Shared Personal Data; or
- Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z16.6.1 promptly and without undue delay forward the request to the other Party; and
- Z16.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.

- Z16.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-*Contractors*, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.
- Z.16.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information or data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

C1.2b Contract Data

Part two - Data provided by the Contractor.

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: 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	C2.2

11.2(19)	The tendered total of the Prices is	R
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PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering *Contractors* should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the

price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

U4 IN

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	

20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	1	ea.	
28	PPE per year pp	1	ea.	
Total Yearly Items				

U1 IR

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	

Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	

26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U5 INTERIM

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	

Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	

Total Yearly Items

R

U4 IR

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R

22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U5 G.0 GEN ROTOR INSPECTION

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				

7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R

Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U5 G.0 GEN ROTOR INSPECTION

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	

16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U3 M.G.0 HPIP SAV REFURB LP

Item No.	Description	Quantities	UOM	Rate
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1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				R
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	

Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U2 M.G.0 HPIP SAV REFURB LP

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	

10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				R
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x Single Cab/ LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	

28	PPE per year pp	32	ea.	
Total Yearly Items				

U1 M.G.0 HPIP SAV REFURB LS

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				R
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	

18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				R

U1 M.G.0 HPIP SAV REFURB LS

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	

4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift R				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport per day	H-W-H	1	Per day

26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	
Total Yearly Items				

U1 M.G.0 HPIP SAV REFURB LS

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	

13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
Total Yearly Items				
Once Off Items				
29	Safety File	1	once off	
30	Site Establishment	1	once off	

31	6m Container	1	Per month	
32	Site De-establishment	1	once off	

U3.G.0 HPIP INSPECTION, GEN ROTOR

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	
Total Stacker Shift R				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	

21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				R
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	
Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	

U6 M.G.0 HPIP SAV REFURBISHMENT LP

Item No.	Description	Quantities	UOM	Rate
1	Supervisor	1	Hour	
2	Electrical Artisans	1	Hour	
3	Assistants	1	Hour	
4	Safety Officer	1	Hour	
5	Planner	1	Hour	
Total R				
As and when required Stacker Shift				
6	Assistants	1	Hour	

Total Stacker Shift R				
As and when required Outages				
7	Electrical Artisans	1	Hour	
8	Assistants	1	Hour	
Total as and when required Outages				R
Overtime Normal days and Saturdays@ 1.5				
9	Supervisor	1	Hour	
10	Electrical Artisans	1	Hour	
11	Assistants	1	Hour	
12	Safety Officer	1	Hour	
13	Planner	1	Hour	
Total Overtime				R
Overtime Normal days and Saturdays Stacker shift @ 1.5 s and when required				
14	Assistants	1	Hour	
Overtime Normal days and Saturdays @ 1.5 as and when required				
15	Electrical Artisans	1	Hour	
16	Assistants	1	Hour	
Total Overtime Normal and Saturdays @ 1.5				R
Overtime Sundays and Public Holidays @ 2 as and when required				
17	Supervisor	1	Hour	
18	Electrical Artisans	1	Hour	
19	Assistants	1	Hour	
20	Safety Officer	1	Hour	
21	Planner	1	Hour	
Total Overtime Sundays and Public Holidays@ 2				
Overtime Sundays and Public Holidays Stacker Shift @ 2				
22	Assistants	1	Hour	
Total Overtime @ 2 Stacker Shift				R
Overtime Sundays and Public Holidays @ 2				
23	Electrical Artisans	1	Hour	
24	Assistants	1	Hour	
Total Overtime Sundays and Public Holidays @ 2				R
Monthly Costs				
25	Transport H-W-H per day	1	Per day	
26	2 x LDV Bakkie @ 60km per day	1	km	

PROJECT AND CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

Total Monthly Costs				R
Yearly Costs				
27	Medicals per pp per year	32	ea.	
28	PPE per year pp	32	ea.	

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

Total Yearly Items

ONCE OFF ITEMS

Once Off Items				
Item No.	Description	Quantities	UOM	Rat
1	Safety File	1	once off	
2	Site Establishment	1	once off	
3	6m Container	1	Per month	
4	Site De-establishment	1	once off	

EQUIPMENT ONCE OFF

Item No.	Items	Unit of Measure	Quantity	
2.1	POWER TOOLS			
2.1.1	Heavy-duty magnetic drill	No.	1	
2.1.2	Heavy duty electric demolition jack hammer concrete drill / breaker	No.	1	
2.1.3	Light duty hammer drill	No.	1	
2.1.4	Corded Impact drill	No.	1	
2.1.5	Cordless / Battery operated impact drill	No.	1	
2.1.6	Electric angle grinder 2200 watts preferably	No.	1	
2.1.7	Electric baby grinders	No.	1	
2.1.8	Electric heat guns	No.	1	
2.1.9	Hydraulic cable crimpers complete with dice from 10 to 240mm sq	No.	1	
2.1.10	Electrical Compressors	No.	1	
2.1.11	Industrial Electrical Blowers	No.	1	
2.1.12	Industrial Electrical Vacuum Cleaners	No.	1	
2.1.13	Single Phase Electrical Extraction Fans	No.	1	
	Power Tools Subtotal	R		

2.2	HAND TOOLS			
2.2.1	Fully furnished Electricians Toolboxes for each technical employee	No.	1	
2.2.2	Brother handheld labelling machine 9 to 38 mm cartridge	No.	1	
2.2.3	Cable core cutters	No.	1	
2.2.4	Measuring wheel	No.	1	
2.2.5	Distance meter	No.	1	
2.2.6	A frame 8 step ladders aluminum	No.	1	

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

2.2.7	A frame 6 step ladders fibre glass	No.	1	
2.2.8	Torque wrench – calibrated	No.	1	
2.2.9	Screwdrivers - Phillips and Flat	No.	1	
2.2.10	Wire strippers	No.	1	
2.2.11	Spanners Gedore – open ended and ring (6mm-32mm)	No.	1	
2.2.12	Socket wrench with extension bars Gedore (6mm-32mm)	No.	1	
2.2.13	Combination Pliers	No.	1	
2.2.14	Nose pliers	No.	1	
2.2.15	Side cutters	No.	1	
2.2.16	Fish tape	No.	1	
2.2.17	Tape measure	No.	1	
2.2.18	Torches	No.	1	
2.2.19	Stanley knives	No.	1	
2.2.20	Drill bits and drill sets	No.	1	
2.2.21	Ballpen Hammers	No.	1	
2.2.22	Files - coarse, medium, smooth	No.	1	
2.2.23	Electrical extensions with reels	No.	1	
2.2.24	Marking chalk	No.	1	
	Hand Tools Subtotal	R		

2.3	TEST EQUIPMENT			
2.3.1	Megger 500V (insulation tester)	No.	1	
2.3.2	5 KV HV Megger (Insulation resistance tester)	No.	1	
2.3.3	Ductor tester	No.	1	
2.3.4	Surge Generators HV Thumper	No.	1	
2.3.5	HV Test Stick	No.	1	
2.3.6	Thumper (DC hipot tester)	No.	1	
2.3.7	Fluke / Multi meter (one for each artisan and labourers)	No.	1	
2.3.8	Earth Leakage Testers (one for each artisan)	No.	1	
2.3.9	COC test kit (loop tester, Earth resistance tester, PSSC tester, Phase rotation tester)	No.	1	
2.3.10	Amp probes (one for each artisan)	No.	1	
2.3.11	Warning lights	No.	1	
2.3.12	Reflective cones (0.5m to 1m length)	No.	1	
2.3.13	Insulating mats up to 16.5kV (2m x 2m)	No.	1	
2.3.14	Blower single phase	No.	1	
2.3.15	Compressor single phase 600 litres	No.	1	
2.3.16	Vacuum machines single phase @ 1.5kW	No.	1	
2.3.17	Single phase extraction fan 2kW	No.	1	
	Test Equipment Subtotal			

2.4	OTHER EQUIPMENT			
2.4.1	25m height Cherry picker (as and when required)	Per Day	1	
	Other Equipment Subtotal			

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

Note:

- Tenderers to put rates only no totalling of prices
- Prices will be fixed and firm for the 1st year. CPA will be applicable from 16 months after tender closure date, using SEIFSA table with base date prior the closing month of the enquiry. 15% will be fixed for the duration of the contract.
- CPA proportions to be submitted with Tender returnables. Failure to submit CPA proportions prices will be fixed and firm for the whole duration of the contract.
- a minimum of two (2) Electrical Artisans shall: Be registered as Three-Phase Installation Electricians.

PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	
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PROJECT OR CONTRACT TITLE: PROVISION OF RESOURCES FOR ELECTRICAL OUTAGE WORK, REPAIRS, INSPECTIONS, CLEANING, SUPPORT SERVICES, AND EMERGENCY BREAKDOWN SERVICES ON AN "AS AND WHEN" REQUIRED AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

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1. Description of the service

1.1 Executive overview

This document defines the Scope of Work for Electrical Services Outage Contract at Tutuka Power Station.

The Purpose

The purpose of this contract is to provide competent electrical resources - supervision, planning, safety management, testing, inspection, repair during Outages for electrical plant and equipment at Tutuka Power Station.

The contract aims to ensure that all planned and emergent outage work is executed safely, efficiently, and in accordance with applicable statutory requirements, *Employer* standards, Quality Control Procedures (QCPs), Safe Work Procedures (SWPs), and outage schedules.

The objectives of the contract are to:

- Maintain the reliability, availability, and integrity of electrical plant and equipment.
- Minimise outage duration and support the achievement of outage milestones.
- Ensure that outage activities are performed to the required quality standards.
- Identify and rectify equipment defects and emerging risks before plant return to service.
- Improve plant performance, reliability, and operational safety.
- Ensure compliance with all applicable safety, environmental, and regulatory requirements.
- Provide accurate reporting, documentation, testing, and maintenance records to support plant lifecycle management and audit requirements.

This contract covers electrical outage activities associated with, among others, boiler, turbine, auxiliary plant, ash handling, coal stock yard, DC systems, battery plants, switchgear, transformers, motors, generators, cabling, lighting, HVAC systems, and other related electrical equipment during planned outages at Tutuka Power Station.

1.1.1 Scope of Work

- a) The *Contractor* shall provide competent, suitably qualified, and adequately resourced electrical personnel to execute all outage-related activities at Tutuka Power Station as described below.
- b) The *Contractor's* resources shall include, but not be limited to, the following personnel:
 - Electrical Artisans.

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- Electrical Technicians.
 - Supervisor.
 - Safety Officer.
 - General Labourer
- c) The *Contractor* shall ensure that all personnel are appropriately trained, medically fit, authorised, and competent to perform the assigned tasks in accordance with applicable legislation, site requirements, *Employer* standards, and approved work procedures.
- d) The *Contractor* shall maintain sufficient staffing levels throughout the outage period to ensure that all planned work is executed safely, efficiently, and within the approved outage schedule.
- e) The *Employer* reserves the right to verify personnel competency and request the removal or replacement of any *Contractor* employee who fails to meet the required standards of competency, safety compliance, conduct, or work performance.

1.1.2 Plant Areas Covered

The scope of work shall include, but not be limited to, the following plant areas associated with the outage unit:

- Boiler and Boiler Auxiliary Systems.
- Turbine and Turbine Auxiliary Systems.
- Ash Handling Plant.
- Coal Stock Yard facilities associated with the outage unit during the outage period.

1.1.3 Electrical Systems and Equipment

The work shall cover the maintenance, inspection, testing, repair, refurbishment, replacement, commissioning, and decommissioning, where required, of High Voltage (HV) and Low Voltage (LV) electrical systems and equipment, including but not limited to:

- Electric motors and motor control circuits.
- Solenoids and associated control equipment.
- Power and control transformers.
- Generators and associated auxiliary systems.
- HV and LV switchgear.
- Motor Control Centres (MCCs).
- Protection, control, and monitoring equipment.
- Direct Current (DC) systems and battery plants.

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- Hydrogen (H₂) plant electrical equipment.
- Lighting systems.
- Power outlets and plug circuits.
- Power, control, and instrumentation cabling.
- Heating, Ventilation, and Air Conditioning (HVAC) systems, including filter inspection, cleaning, and replacement where required.

1.1.4 Notes

1.1.4.1 Authorisation Requirements

- Any breakdown work that is delayed and subsequently performed outside normal working hours due to the *Contractor's* personnel not being appropriately authorised, trained, certified, or permitted to perform the work shall be undertaken at the *Contractor's* expense. No overtime or additional costs associated with such delays shall be payable by the *Employer*.

1.1.4.2 Workmanship Warranty

- Any cable joint, cable termination, or similar installation that fails within one (1) month of completion due to poor workmanship, incorrect installation practices, or failure to comply with applicable standards and procedures shall be repaired or replaced by the *Contractor* at no additional cost to the *Employer*.

1.1.4.3 Loss or Damage to *Employer* Property

The *Contractor* shall be responsible for the safekeeping and proper use of all tools, equipment, instruments, materials, and assets provided or loaned by the *Employer*. Any item that is lost, stolen, damaged, or rendered unserviceable while under the *Contractor's* control shall be repaired or replaced by the *Contractor* at its own cost, subject to the *Employer's* approval.

1.1.4.4 Personal Protective Equipment (PPE)

All *Contractor* personnel shall wear and maintain the required Personal Protective Equipment (PPE) in accordance with site safety requirements and applicable legislation. Personnel who report for duty without the required PPE, or who fail to use PPE correctly, shall not be permitted access to the site or work areas and shall be regarded as unavailable for work during the period of non-compliance.

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1.1.4.5 Compliance with Instructions and Site Rules

The *Employer* or its authorised representative reserves the right to remove, suspend, or deny site access to any *Contractor* employee who fails to comply with lawful instructions, site rules, safety requirements, or contractual obligations. Any resulting loss of productivity, delays, or replacement costs shall be for the *Contractor's* account. No compensation shall be payable by the *Employer* for periods during which personnel are suspended or removed from site due to non-compliance.

1.1.4.6 Quality, Safety, and Housekeeping

The *Contractor* shall maintain acceptable standards of workmanship, safety, housekeeping, and environmental compliance at all times. Failure to do so may result in corrective actions, removal from site, or other contractual remedies as determined by the *Employer*.

1.1.5 Spares

The *Contractor* shall identify and compile a comprehensive list of critical and recommended spare parts required to support the repair, and reliability of the plant and equipment covered under this outage contract.

The *Contractor* shall:

- Develop and submit a detailed spare parts list to the *Employer's* Contract Supervisor for review and approval.
- Ensure that the spare parts list includes all critical, operational, and strategic spares necessary to support the continued safe and reliable operation of the plant.
- Review and update the spare parts list periodically, or whenever significant equipment condition changes or maintenance findings warrant revision.
- Identify long-lead and high-risk spare parts that may impact plant availability if not readily available.

The *Employer* shall:

- Procure approved spare parts in accordance with the *Employer's* procurement policies and procedures.
- Supply all spare parts required for the execution of the contract scope, subject to availability and procurement lead times.
- Provide all consumables required for the execution of the work, including maintenance and testing activities.

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Consumables may include, but are not limited to:

- Cleaning materials.
- Fasteners and fixing materials.
- Cable ties and identification markers.
- Lubricants and approved maintenance chemicals.
- Insulation materials.
- Electrical connectors and termination accessories.
- Test and commissioning consumables.

The *Contractor* shall be responsible for the proper use, control, storage, and safeguarding of all spares and consumables issued by the *Employer* and shall immediately report any shortages, defects, losses, or damage to the Contract Supervisor.

1.1.6 Availability of Plant

The *Employer*, through the *Service Manager* or Supervisor, shall provide the *Contractor* with the planned outage schedule and anticipated plant availability to facilitate effective planning and execution of outage activities.

The *Employer* shall:

- Notify the *Contractor* of planned outage dates and durations.
- Provide the *Contractor* with the preliminary outage programme as soon as reasonably practicable.
- Communicate any revisions, additions, or changes to the outage programme as they arise.
- Provide the approved outage work package, outage schedule, and outage plan prior to the commencement of the outage.

The *Contractor* shall:

- Review the outage programme and associated work scope upon receipt.
- Submit a preliminary outage execution plan, including resource allocation, work methodology, testing requirements, quality control activities, and schedule of planned maintenance tasks, to the *Service Manager* and Supervisor within two (2) weeks of contract award or signing of the proposal.
- Ensure that all required personnel, tools, test equipment, materials, and documentation are available and ready prior to the commencement of the outage.
- Coordinate all outage activities in accordance with the approved outage programme and *Employer* requirements.
- Provide the *Service Manager* and Supervisor with daily progress reports during the outage period, detailing:

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- Work completed.
- Work in progress.
- Planned activities for the following shift or day.
- Resource utilisation.
- Quality and safety observations.
- Constraints, risks, and issues affecting outage progress.

The *Contractor* shall promptly notify the *Service Manager* of any circumstances that may impact the outage schedule, plant availability, quality requirements, or safe execution of the work.

1.1.7 Invoicing and Report Writing

The *Contractor* shall submit detailed service reports and supporting documentation to the *Employer's* Supervisor and *Service Manager* for all maintenance, inspection, repair, testing, and breakdown activities performed under this Outage contract.

Each report shall, as a minimum, contain the following information:

- Identification of the equipment, system, or plant worked on.
- Date and time of work execution.
- Description of the maintenance, inspection, testing, repair, or breakdown work performed.
- Details of defects identified and corrective actions taken.
- Results of inspections, measurements, and tests conducted.
- Details of any components, materials, or equipment replaced.
- Confirmation of equipment status upon completion of the work.
- A summary of the overall condition of the plant or equipment.
- Recommendations for further maintenance, repair, refurbishment, monitoring, or replacement, where applicable.
- Identification of any outstanding defects, risks, or unresolved issues.
- Supporting photographs, test results, and quality records, where applicable.

The *Contractor* shall maintain an accurate record of all services performed and shall provide an up-to-date summary indicating:

- Equipment serviced.
- Maintenance activities completed.
- Breakdown repairs undertaken.
- Inspections and tests conducted.
- Outstanding work and recommendations.

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All reports shall be submitted within the timeframe specified by the *Employer* and shall be of sufficient quality to outage planning, condition assessment, and audit requirements.

Invoices submitted by the *Contractor* shall be supported by approved service reports, attendance registers, timesheets, work completion records, and any other documentation required by the *Employer* for verification and payment purposes.

1.1.8 Outage Work

The *Contractor* shall execute all outage-related work in accordance with the approved outage schedule, outage work packages, *Employer* instructions, applicable standards, Quality Control Procedures (QCPs), and Safe Work Procedures (SWPs).

The scope of outage work shall include, but not be limited to, the following:

- Execution of all planned outage maintenance activities as defined in the approved outage scope of work.
- Quality control inspections and verification of completed work.
- Performance of special tests as specified by the *Employer* or required by maintenance procedures.
- Pre-maintenance, in-process, and post-maintenance inspections.
- Completion and submission of all required quality and maintenance records.
- Identification and reporting of defects, deviations, and additional work identified during the outage.

The *Employer* shall provide the *Contractor* with the outage work package, outage schedule, and outage plan prior to the commencement of the outage.

The *Contractor* shall:

- Review and familiarise itself with the outage work package and associated requirements before commencement of work.
- Provide the *Service Manager* with daily progress updates, including work completed, work in progress, resource utilisation, quality concerns, safety observations, constraints, and any risks that may impact the outage schedule.
- Immediately notify the *Service Manager* of any scope changes, emergent work, delays, equipment defects, or safety concerns identified during the outage.
- Attend all outage planning, coordination, progress, safety, and close-out meetings as required by the *Employer*.

The *Contractor's* Responsible Person (RP) shall attend all scheduled outage meetings and shall be authorised to make operational decisions, coordinate resources, and provide progress updates on behalf of the *Contractor*.

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1.1.9 Test Equipment

The *Contractor* shall, as a minimum, be competent in the use of the following test equipment:

- 500 V Insulation Resistance Tester (Megger).
- 5 kV High Voltage Insulation Resistance Tester (HV Megger).
- Ductor Tester (Micro-Ohmmeter).
- Surge Generator / HV Cable Fault Locator (HV Thumper).
- High Voltage Test Stick (Voltage Detector).
- DC High-Potential (Hipot) Tester.
- Digital Multimeters (e.g., Fluke or equivalent).
- Earth Leakage Testers.
- Certificate of Compliance (CoC) Test Kit, including:
 - Loop Impedance Tester.
 - Earth Resistance Tester.
 - Prospective Short Circuit Current (PSCC) Tester.
 - Phase Rotation Tester.
- Clamp-on Ammeter (Amp Probe).

The *Contractor* shall ensure that all test equipment remains in good working condition throughout the contract period.

Any test equipment that becomes damaged, defective, lost, or unserviceable shall be immediately reported to the *Employer's Service Manager*. No delays to the outage schedule arising from unavailable or defective test equipment shall be accepted.

1.2 *Employer's requirements for the service*

1.2.1 *Contractor Responsibilities*

The *Contractor* shall:

- Perform planned outage activities – including inspections, testing, repairs, modifications, installations, and commissioning activities within the scope of this contract.
- Provide competent, qualified, authorised, and adequately resourced personnel to execute the work.
- Test equipment, supervision, and specialist resources necessary to perform the work safely and effectively.
- Ensure compliance with all safety, health, environmental, quality, and statutory requirements.

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- Execute all work in accordance with *Employer* standards, approved procedures, outage schedules, and work instructions.
- Perform testing and certification activities where required and maintain all associated records.
- Report defects, equipment failures, safety concerns, and emergent work identified during execution of the work.
- Submit daily progress reports, maintenance reports, outage reports, and other documentation as required by the *Employer*.

1.2.2 General

- ALL personnel will be available for the following normal working hours:
Monday to Thursday 07:00-16:15
Friday's 07:00-12:00
Or
Outages 07:00-19 pm (weekdays).
- Call outs for breakdowns or shutdowns are on an "as and when" required basis.
- Overtime will be approved by *Service Manager*
- All PPE to be provided by *Contractor* including arc flash PPE and acid retardant PPE at own cost
- Working hours is Eskom working time,
- Daily time sheet must be kept up to date, reflecting all work performed on a daily basis. Eskom
- *Contractors* time sheets to be used
- Attendance of meetings as and when required by Eskom
- Eskom Safety requirements, safety meeting and regulations to be adhered to.
- All Documentation required must be returned with the tender document
- All equipment calibrated and kept in good working order. Relevant Certificates must be handed over to the *Service Manager*.
- If the *Contractor* replaces personnel under the *Contractors* control, it must be approved by the *Service Manager*
- Minimum tools and equipment is an artisan toolbox.
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange and approved by with *Service Manager*
- All overtime worked must comply with Eskom overtime policy requirements.
- For planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in an approved by the *Service Manager* and Maintenance Manager.
- *Contractor* staff to be authorised and found competent in writing to work a heights
-

1.2.3 Process for Monitoring

- The *Contractor's* performance and progress shall be monitored throughout the outage period to ensure compliance with the contract requirements, outage schedule, quality standards, and safety requirements.
- The *Contractor* shall provide the *Employer's Service Manager* and Supervisor with daily outage progress feedback, which shall include, but not be limited to:

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- Work completed during the reporting period.
- Work in progress.
- Planned activities for the next reporting period.
- Resource utilisation and manpower status.
- Safety observations, incidents, and corrective actions.
- Quality concerns, constraints, and risks affecting outage progress.
- Any emergent work or scope changes identified.

The *Contractor* shall submit outage reports at intervals specified by the *Employer* and upon completion of the outage. The reports shall include:

- A summary of maintenance, inspection, testing, and repair activities performed.
- The condition of the plant and equipment inspected or serviced.
- Components or equipment found to be defective or failed.
- The probable cause of failures or defects identified.
- Corrective actions taken to restore equipment to service.
- Recommendations for future maintenance, refurbishment, replacement, or reliability improvement.
- Outstanding defects, risks, or follow-up actions requiring attention.
- Supporting test results, inspection records, photographs, and quality documentation where applicable.

The *Employer* reserves the right to review, audit, and verify all reported information and may request additional information or clarification where necessary. Related/Supporting Documents.

1.2.4 Related/Supporting Documents

The *Contractor* shall comply with the latest revisions of all applicable standards, procedures, specifications, drawings, and supporting documents relevant to the execution of the work. These documents include, but are not limited to:

- *Employer's* standards, specifications, procedures, and approved engineering drawings.
- Outage work packages, outage schedules, outage plans, and outage scope documents.
- Quality Control Procedures (QCPs).
- Safe Work Procedures (SWPs).
- Plant operating and maintenance manuals.
- Applicable statutory and regulatory requirements.
- SANS 10142 – The Wiring of Premises.

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- Any other South African National Standards (SANS) applicable to the scope of work.
- Site-specific safety, environmental, and quality management requirements.

In the event of a conflict between documents, the *Contractor* shall immediately notify the *Employer's* Representative for clarification before proceeding with the work. The most stringent requirement shall apply unless otherwise directed in writing by the *Employer*.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
COC	Certificate of Completion
CW	Circulating Water
DB	Distribution Board
EOD	Electrical On Desk
GMR 2 (7)	General machinery Regulation 2 (7)
HV	High Voltage (above 11KV)
IE Number	Installation Electrician Registration Number
ITP	Inspection and Test Plan
KV	Kilovolt (unit of electrical potential)
LP	Low Pressure
LV	Low Voltage (110V / 220V / 380V range)
MV	Medium Voltage (3.3KV and 11KV Range)
NDT	Non-Destructive Test
PA	Primary Air
PPE	Personal Protective Equipment
PSCC	PROSPECTIVE Short Circuit Current
PSR	Plant Safety Regulations
RP	Responsible Person
QCP	Quality Control Plan
RVC's	Radial Vane Control
SA	Secondary Air
SANS10142	South African National Standard for wiring code of practice

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TT	Transfer Tower
YTD	Year to Date

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2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* submits a plan showing how it will Provide the Services in accordance with the Scope for the duration of the Contract.

The plan includes:

- 1) The *Contractor's* understanding of the Scope for the maintenance of air and flue gas ducts and metallic expansion joints.
- 2) The method for inspections, maintenance, repairs, and replacements, including planned and corrective activities.
- 3) A programme showing when the *Contractor* plans to Provide the Services, including routine activities, shutdowns, and unplanned works.
- 4) The resources to be used to Provide the Services, including personnel, competencies, supervision, plant, and equipment.
- 5) The *Contractor's* measures for compliance with health, safety, and environmental requirements, including site procedures and statutory obligations.
- 6) The procedures applied to ensure the Services comply with the Scope, including inspection, testing, and control of materials and workmanship.
- 7) The *Contractor's* approach to managing interfaces with the *Employer* and others working on the Site.
- 8) The processes for identifying and managing risks associated with Providing the Services.
- 9) The reporting, record keeping, and notification requirements in accordance with the Contract.
- 10) The *Contractor's* procedures for compliance with the Contract, including the management of instructions and changes to the Scope.

2.2 Management meetings

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

Meetings

The *Contractor* shall adhere to the requirements as stipulated and ensure that:

- All relevant meetings must be attended.
- Attends EMD Feedback meetings.
- Attends daily Plant Focus meetings.
- Attends daily Works Management meetings.
- Attends Outage meetings during Outages.
- Attends other meetings as required and directed by the *Service Manager*.
- Interfaces with the *Employer's* internal organization (all departments).
- Interfaces with other *Contractors* that may perform work for the *Employer*.
- Attends scheduled contract meetings

Contractor shall be given at least 1 day notice period prior to commencement of meeting.

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meetings	At the start of the Contract	Tutuka Power Station	<i>Service Manager, Contractor and Supervisor, Procurement Manager, SDL&I, CMO</i>
Outage Meeting	Daily during outages	Tutuka Power Station	Outage Team, <i>Service</i>

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			<i>Manager Contractor and Supervisor</i>
Plant Focus	Daily	Tutuka Power Station	<i>Contractor and Employer's Supervisor</i>
Safety Meeting	Monthly	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Risk register and compensation events	Weekly	Tutuka Power Station	<i>Service Manager and Contractor</i>
Overall contract progress and feedback	Monthly	Tutuka Power Station	<i>Service Manager, Contractor and Supervisor</i>

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.

2.3 Contractor's management, supervision and key people

2.3.1 Man-Power Plan

Minimum Resource Requirements for Outages

The *Contractor* shall, as a minimum, provide the following personnel for each outage undertaken under this contract:

Position	Minimum Quantity
Supervisor	1
Electrical Artisans	10
Labourers	5
Safety Officer / Incident Investigator	1
Planner (Primavera/MS Project Proficient)	1

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- Of the ten (10) Electrical Artisans provided, a minimum of two (2) shall be registered three-phase Installation Electricians in possession of valid Installation Electrician (IE) registration numbers.
- The *Contractor* shall ensure that adequate resources are available throughout the outage period to execute the approved outage scope safely, efficiently, and within the required outage schedule. The *Employer* reserves the right to request additional resources where workload, schedule constraints, or emergent work necessitate increased manpower.

2.4 Provision of bonds and guarantees

- Not applicable for 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.
- Communication medium shall be as per agreed method in contract.

2.6 Invoicing and payment

- The *Contractor* must provide the Supervisor and the *Service Manager* with the following Information
- It must state the work done on the relevant equipment serviced or repaired from a breakdown
- Include a summary of condition of plant
- Any recommendations (if applicable)
- The list must also indicate YTD service which was done

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)

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2.7 Contract change management

- a) Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- b) The *Contractor* shall request this form from the *Service Manager*.
- c) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the
- d) *Employer's* procedure must be followed. (Eskom Procurement and Supply Management
- e) Procedure)
- f) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- g) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person *without the written consent of the Employer*.

2.8 Records of Defined Cost to be kept by the Contractor

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

2.9 Insurance provided by the Employer

Refer to Insurance Clauses and Clause Z12

2.10 Training workshops and technology transfer

- The *Contractor* provides training to its personnel in the maintenance of the plant. The *Contractor* provides a list, as directed by the *Service Manager*, of recommended training activities including duration and location for acceptance by the *Service Manager*.
- All relevant courses must be attended as required on *Contractor's* account.
- All relevant courses must be attended as required on *Contractor's* account.
- Training shall be determined at the Clients discretion that is applicable to the activities required to execute all the functions related to electrical work at Tutuka Power Station i.e., cable terminator, cable joiner, cable tester, cable fault location finding, electrical installation, boiler making, underground service scanning, working at heights, etc.
- The *Employer* shall only be responsible for training courses as provided by the *Employers* business unit such courses include the PSR, FFFR, ORHVS, Clean Condition Area, etc.
- Compile a required Training matrix for employees and his control.
- Attends required courses as stipulated by the *Employer*.

2.11 Design and supply of Equipment

- a) In the case of modification, Eskom modification process must be followed
- b) The *Contractor* to provide all tools and equipment necessary to perform the required service
- c) The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.
- d) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- e) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- f) The *Contractor* to supply its own rigging equipment up to 5 Tons
- g) All test Equipment must be calibrated regularly and certificates must be handed in to *Service Manager*

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

2.12.1 Equipment

- None

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- On Completion of contract the *Contractors* safety file will be hand over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.
- Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.
- As per clause 70.2 to provides other things as stated in the Service Information.
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times.
- All PMs to be signed and handed back to the *Service Manager* daily.

2.13 Management of work done by Task Order

- A Task Order is the instruction to commence work.
- No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the *Employer* and *Contractor*.
- Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed.
- Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- All work will be issued via SAP Maintenance or as per Task order system.

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 the SHE Specification 14RISK SRM-084.

- All The *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

SHEQ Policy

Eskom SHEQ Policy

The *Employer* has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the *Employer's* business.

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Compliance with the *Employer's* SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHEQ file.

SHE PLAN REQUIREMENTS: -

- a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- b) The SHE plans must be pre-approved by the client for implementation. The principal *Contractor* / *Contractor* has a responsibility to send the SHE plans to the client for approval prior to commencement of work.
- c) The SHE plans must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.

When a principal *Contractor* intends appointing *Contractor*, the principal *Contractor* shall ensure that the *Contractor* provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

3.1.1 Health and Safety Arrangements

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date, and annual re- induction. The Induction Course is presented by the *Employer's* Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

The *Employer's* Safety Risk Manager visits and inspects the *Contractor's* workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements.

The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* implements additional health and safety precautions where necessary.

Health and safety

The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993, as well as per the *Employer's* procedure as stipulated below:

- a) SHEQ Policy 32-727
- b) *Contractor* Health and Safety Requirements 32-136
- c) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- d) Live-saving Rules 240-62196227
- e) Working at Heights 32-418
- f) The *Employer's* Vehicle Safety Specifications 32-345
- g) Scope Specific *Contractor* SHEQ Specifications

Site Regulations and Procedures

The latest revision Tutuka Power Station Site Regulations form part of this contract.

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Copies of these procedures are available on request.
(Any additional site regulations implemented will be applicable)
Safety risk management

"Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*".

Vehicle and driver safety

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Speed Limit

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

Transportation of passengers: open LDV's:

No *Employer* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of the *Employer* and *Contractor* employees – therefore the following will be enforced:

The *Employer's* Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- a) Rule 1: Open, Isolate, Test, Earth, create an equipotential zone
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.
- f) Rule 6: Ensure safe live working

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

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

The *Contractor* shall appoint a person who will liaise with the *Employers* Safety Officer responsible for the premises relevant to this contract.

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Do safety audits at the *Contractor's* premises, its workplaces and on its employees.

Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT.

Issue the *Contractor* with a work stop order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its employees, sub-*Contractors* or agents.

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* Safety Officer before contract commencement.

All work stoppages called by the *Employer* to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.

Minimum SHE Documentation Required from the *Contractor*

- The *Contractor* shall provide and comply with the SHE policy and specification and determined by Tutuka Safety department.
- The *Contractor* must ensure that he has a Health and Safety File and that it must be accepted by the *Employer*.
- The Safety Officer employed by Tutuka Power Station will audit these Health and Safety Plan as required (Typically once a month) according to the NOSA management system to ensure compliance with the provisions of the Act.
- The following minimum documents must be provided by the *Contractor* in terms of Health, Safety and Environmental performance, should the *Contractor* not provide this information it will be assumed that it does not exist.

NB: Submission of all the required documents on yearly basis to be submitted to Eskom vendor management department for verifications.

- a) SARS
- b) Letter of good Standing
- c) COIDA
- d) CSD Registration
- e) BBBEE Verification
- f) CIPC.
- g) Letter of good standing with COID or a registered insurance body.
- h) An Organogram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- i) The expected roles, responsibilities, and authority of those who are proposed to receive legal appointments as well as their proof of competency.
- j) The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- k) Proof of environmental, health and safety awareness training (provided by a recognized training body) for all employees required to perform work at Tutuka. The *Contractor* shall be responsible to ensure that his employees are trained before commencing work at Tutuka. Proof of training provided, i.e., attendance registers and the training content, shall be submitted to the Eskom Agents and/or Environmental and Safety Officers for approval before commencing work on-site. Failure to do so shall result in an immediate termination of the contract.

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- l) The *Contractor's* company Safety, Health, and Environment policy.
- m) Provide an overview of the system/program that is utilized to manage Safety, Health, and Environment

Health and Safety Plan (Construction Regulations)

The *Contractor* must compile a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy.
 - Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993 and proof of their competencies.
 - Proof of Risk Assessments regarding Hazards identified, including:
 - During the Risk Assessment the following need to be recorded
 - Risk/ Task assessed.
 - Date of Risk Assessment done
 - Persons involved in compiling risk assessment (to be recorded in an attendance register)
 - The identification of the risks and hazards to which persons may be exposed to.
 - The analysis and evaluation of the risks and hazards identified.
 - A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - A Monitoring plans.
 - A Review plans.
 - Proof of Safe Work Procedures that derived out of the Risk Assessments.
 - Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
 - Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labour as required Regulation 3 of the Construction Regulations.
 - Proof of an Induction Program. It is advised that the Tutuka SHE Rules as a Guide) and an attendance register signed by its employees prior the commencement of any construction work on site.
 - Proof of the contracting company's employees Medical Fitness Certificate with proof of X-Rays taken. (Must still be valid for one year and may only have been issued by an Occupational Health Practitioner).
 - Proof of medical surveillance programme, especially where employees are exposed to noise, hazardous chemicals which includes, but not limited to asbestos, dust, and coal.
 - Proof of *Contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
 - Proof of Personal Protective Equipment (PPE) issued to *Contractor's* employees according to Eskom's Procedures.
 - Proof of contracting company's Accident/Incident Reporting and Investigation System.
 - Proof of checklists and where applicable test certificates, regarding *Contractor's* tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.
- have
- The principal *Contractor* must ensure that his *Contractors* (Sub*Contractors*) also have a Health and Safety File and that it must be accepted by the Principle *Contractor*.
 - The Safety Officer employed by Tutuka Power Station will audit these Health and Safety Plan once a month according to the NOSA management system to ensure compliance with the provisions of the Act.

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3.1.2 First aid and fire fighting

- Adequate first aid and firefighting equipment to be provided by the *Employer*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.
- First Aid box should be at *Contractor's* site at all times

All *Contractor* personnel must have First aid and firefighting training.

3.1.3 Fire Precautions

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

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time.

Firefighting equipment must remain accessible at all times.

The *Contractor* takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

3.1.4 Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

3.1.5 Fire protection

Ensure that the *Contractor* trains and appoints a fire warden.

The provision of the *Employer's* standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable.

3.1.6 Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Incident Management Procedure to be adhered to – 32-95

3.1.7 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents. A written report to be submitted to the *Employer* within 24 Hours of incidents and any damage to property or equipment. Please note: All incidents must be investigated and closed within 10 days.

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

3.1.8 Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures

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compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

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

3.1.9 The *Contractor* appoints a person who liaises with the *Employer's* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

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

The *Employer* may, at any stage during the duration of this contract:

- a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) refuse any employee, *SubContractor* or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act.
- c) Issue the *Contractor* with an instruction to stop work should the *Employer* become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the *Employer's* Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no amendments to the act or the Regulations or reasonable amendment to the *Employer's* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

3.1.10 Safety Regulations of the *Employer*

- The *Contractor* conforms to the *Employer's* Plant Safety Regulations
- The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

3.1.11 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

- a) The *Contractor* is responsible for supplying his or her own barricading or scaffolding, which must comply with the construction regulations.
- b) Only solid barricading may be used.
- c) The *Contractor* shall ensure that scaffolding when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act. SABS 085, SABS 1808 and SABS 1093.

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- d) The *Contractors* shall ensure all scaffolding work operations are carried out under supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the following: -

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to the *Employer's* Environmental Legal and other Requirement's procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department.

It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with QM 58. The Quality Control document is to be submitted for approval to Tutuka within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a copy of the final signed off document to the *Service Manager* within 1 week after Completion of each activity or task

- a) QCP and contract quality plan standards as per QM 58 to be adhered to
- b) The *Contractor* must provide Quality Control Plan documents for approval by Eskom *Service Manager* performing any activity.

Information in the quality plan

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.

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- (d) The *Employer* shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
- (e) The *Employer* reserves the right to inspect any or all of the work. Verification by the *Employer* shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by The *Employer* shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
- (g) The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.
- (i) The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The *Contractor* shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* intends to perform the Contract.
- (k) The *Contractor* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
- (l) The *Employer* reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* to confirm the Quality evaluation

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- a) All of the *Contractor's* staff must to be able to communicate in English.
- b) All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions.
- c) All of the *Contractor's* staff who are not South African citizens, must have valid work permits.
- d) Supervisor must be qualified and have proof of qualifications.
- e) All relevant personnel names and titles must be specified to the *Service Manager*.
- f) All new staff to be appointed in writing and must hand in all qualifications and relevant documentation to the *Service Manager*
- g) All new staff to do yearly induction training.
- h) All new staff to be approved by *the Service Manager* before entering the site or commencing work.
- i) When changing personnel, a new access to work form to be completed by the *Contractor*.
- j) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- k) All *Contractors* personnel specified in this contract as per 2.3 to be on site at all times, otherwise replacement of same skill required.
- l) *Contractor* to provide a monthly scheduled leave plan for his employees to the *Service Manager*.
- m) *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*
- n) If *Contractor* employee for any reason becomes unfit to perform His or Her normal duties a replacement of same skill is required.
- o) Leave can be rejected by the *Service Manager* depending on Business needs.
- p) If any *Contractor employee* is dismissed or resigns must be replaced within 10 working days.
- q) Contract Staff are not allowed to work on any other contract or site.
- r) All replacements of staff will be in the same discipline (eg. an artisan to be replaced with an artisan with proof of qualifications)

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- s) Do monthly inspections and report all defects to the supervisor.
- t) *Contractor* to comply with the minimum leave requirements as per Occupational Health and Safety Act
- u) Experience / Knowledge must have qualification / certificate / reference of where and when this was gained

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data

4.1.3 Procurement Requirements:

The percentage (%) that is allocated to:

Price	80%
BBBEE Status	20%
Designated commodity (Yes / No)	No

4.2 Subcontracting

4.2.1 Preferred subContractors

- Not Applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- Assessments and documentations including agreements between Main *Contractor* and subContractor to be submitted.

4.2.3 Limitations on subcontracting

- subcontracting to be agreed by *Service Manager* and or as per SDL&I recommendations.

Skills development

Eskom Proposal	Contractor's Proposal

This shall be executed as part of the National Skills Development programme of South Africa, and managed solely by the Service provider, or as per the SD&L requirements.

4.2.4 Attendance on subContractors

- Attendance on subContractors should be managed and monitored by the main *Contractor*

4.3 Plant and Materials

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4.3.1 Specifications

- a) Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing on plant.
- b) Risk Assessment to be completed and current.
- c) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work.
- d) The *Contractor* will be responsible for the safeguarding, care and security of all item's whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- e) Hold and witness points must be attended and witness all intervention points as per approved QCP as per activity.
- f) The *Contractor* is responsible for the transportation of equipment and other material.
- g) The *Contractor* is not allowed to use any equipment, materials or spares for private usage or on other Eskom sites.
- h) Work and QC to be carried out according to all Eskom regulations and procedures
- i) Check sheets to be updated, signed and handed in to the Eskom Supervisor

4.3.2 Correction of defects

- a) All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or units shutdowns.
- b) All defected spares to be replaced with the permission of the *Service Manager*/Eskom Supervisor.
- c) All rework to be attended to within 24 hours and will be against the *Contractors* costs
- d) As per inspection check list provided by the *Employer* (GGP 1045 page 33-35; GGP 1046 page 33-35).
- e) Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing at plant.
- f) Risk Assessment to be completed
- g) Hold and witness points and all intervention points as per approved QCP as per activity must be attended
- h) No repairs will be done before QCP has been approved by welding administrator
- i) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work
- j) All repairs to be inspected *Employer* delegated person

4.3.3 *Contractor's* procurement of Plant and Materials

- a) *Service Manager* may direct the *Contractor* to procure materials, where the *Contractor* shall submit qualified quotations for approval.
- b) Purchasing of spares, equipment or materials will go through the Eskom procurement process.
- c) The *Contractor* will supply its own consumables.

4.3.4 Tests and inspections before delivery

- Not Applicable

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

- Plant & Materials provided "free issue" by the *Employer* shall not be invoiced for by the *Contractor*.
- Materials that are stock items which is required to execute the services of this contract as deemed necessary by the *Employer* will be made available to the *Contractor* and shall therefore be "free issue".

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- *Contractor* in this regard shall be liable for the replacement of materials/equipment if negligence in handling/use of the equipment is evident.

5 Working on the Affected Property

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

- a) The *Contractor* applies for access permits (*Contractor's* permit) at the Security gate on the start date of the contract. The *Contractor* personnel shall be required to be always in possession of an access permit.
- b) To assist Protection Services with the issuing of permits and the identification of personnel on site the successful *Contractor* is to supply a list of all personnel that he/she intends using on site, at least 1 week prior to entry of the Security Area. This list must be delivered to Protection Services. The list, identified with the *Contractor's* name, is to contain the following information:
 - Employee name.
 - Employee ID Number.
 - The *Employer's* Safety Coordinator's signature.
 - Electrical Maintenance Manager signature.
 - Copy of the ID book for every employee of the *Contractor*.

Access permits must be returned to protection services when the worker/s leave the site, either after completion of the *services*, or upon earlier termination of service of a worker during the contract period. Ensure that there is a procedure or policy to comply with for security when leaving or having lost the access cards.

To speed up the process of gaining access to the site, the *Contractor* must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the *Contractor* - to be used again when the tools and equipment are removed from site after the completion of the *services*.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not issue for the removal of any tools or equipment not specified on the tool list.

The *Contractor's* visitors and all personnel shall always conform to the security arrangements in force at the site. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the *Service Manager*, one day before the visit and submitted to the *Employer's* Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

The Chief of Protection Services may, with valid cause, remove any, of the *Contractor's* personnel from the site, either temporarily, or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief of Protection Services, constitutes a security risk

No unauthorised vehicles will be allowed on site. Only *Contractor's* Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the *Service Manager*. It shall be at the discretion of the *Service Manager/Protection Service Manager* to determine the number of vehicles required.

The *Contractor* will be restricted to the *working areas* associated with his place of work. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.

5.2 People restrictions, hours of work, conduct and records

- Restrictions and hours of work may apply on some Sites. It is very important that the *Contractor* keeps records of his people on Site, including those of its Sub*Contractors* which the *Service Manager* have access to at any time. These records may be needed when assessing compensation events.

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- Normal working -Monday to Thursday 07:00-16:15 and Friday 07:00-12:00
Work week = 40 Hrs
Outages : 07:00-19pm (to be discussed between *Contractor* and *Service Manager* during Kick-Off meeting.
- Working hours are according to those as per Tutuka Power Station and shall be subject to change without notice to which the *Contractor* shall align.
- The *Contractor* should keep daily attendance register for each employee.

5.3 Health and safety facilities on the Affected Property

The *Contractor* to provide own Emergency preparedness procedure and align to site emergency procedure. In cases of emergency or when these are inadequate, the *Employer* has the following facilities on site which may be made available to the *Contractor*, however, the *Employer* is entitled to recover the associated costs from the *Contractor*.

- Proto team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract's Supervisor and *Service Manager* must notified immediately

First aid centre

The *Contractor* provides a first aid service to his employees and *Sub-Contractors*. In the case where these prove to be inadequate, like in the event of a serious injury,

- The *Employer's* medical centre and facilities are available while on site
- The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.
- d) The following Environmental procedures must be adhered to:
 - 1) 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
 - 2) 14RISK ENV-013 Waste Management

Waste Management

- a) Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- b) The *Employer's* periodically collects waste from the bins for disposal in the correct manner.
- c) No waste should be burned or buried on site.

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- d) Where the *Employer* and the *Contractor* have agreed that the *Contractor* is responsible for the disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

- a) Yellow bin for domestic waste
- b) Orange bin for hazardous waste
- c) Maroon bin for scrap
- d) Green box for cartridges
- e) Blue box for recyclable paper

Radiation protection

The *Contractor* conforms to the *Employer's* procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the *Employer*) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the *Employer*.

Environmental management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Site, the goods, services or works supplied will also conform to the *Employer's* environmental specifications.

Handling of waste produced by the *Contractor*.

All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.:BN0621-16296-5.

The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.

The *Contractor* is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, services or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

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Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site.

Pest Control

- a) Only approved herbicides with a low environmental risk shall be used for pest control.
- b) Only registered pest controllers may apply herbicides on a commercial basis.
- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- a) Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- b) Report / fix leaking taps and pipes to save water.
- c) Use water sparingly.
- d) Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- a) Dust suppression measures must be in place to reduce airborne dust.
- b) Noxious and offensive odours arising from work activities shall be adequately controlled.
- c) Ground Pollution
- d) Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

Ground Pollution

- a) Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.
- b) Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures.

5.5 Cooperating with and obtaining acceptance of Others

Interface with Others

It is likely that other *Contractors* will be working in the same area. Others might however from time to time require limited access to the same area in order to execute maintenance activities and the *Contractor* is to be accommodating in such instances.

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

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Planning

Programmes are submitted in hard and electronic copy. The software package is MS Projects, Open Plan or equivalent, accepted by the *Service Manager*.

Progress report

A Report will be submitted to the *Service Manager* as and when requested.

Completion

Contractor to submit a completion certificate after each task is complete.
Final completion certificate of contract must submit at the end of Contract period.

Requirements for Completion.

Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.

The Site is handed back to the *Employer* in a condition acceptable to the *Service Manager*.

Feedback report

As and when required by the *Service Manager*, the *Contractor* will submit written reports in softcopy for the following:

- a) Execution plan of daily work includes breakdowns, services, and outage work. Resource Utilisation to be indicated as per task item list.
- b) All feedback on overtime work (call out time, duration, reason for call out, work executed and completion time) completed between previous normal shift and current normal Shift must be submitted to *Service Manager* before they leave site.
- c) Hourly work done by each person as per task item list submitted.
- d) Standby crew requirements

5.6 Records of Contractor's Equipment

- a) Prior to starting work on the Affected Site, the *Contractor* will compile a list his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.
- b) Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- c) The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

5.7 Equipment provided by the Employer

- a) The *Employer* provides critical spares as predetermined and available in Stores.
- b) Consumables which are stock items shall be provided by the *Employer*.
- c) Arc Flash PPE
- d) All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon completion of

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the task.

- e) The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all equipment in as good a condition as he found them, fair wear and tear accepted, and the *Contractor* shall be liable for any damages to the *Employer's* equipment due to any acts of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.
- Mobile, Overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*
 - All rigging equipment over five tons to be provided by the *Employer* and to be used under Eskom Supervision.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Potable Water

The *Contractor* may utilize water points on Site. Where no supply is available the *Contractor* approaches *Service Manager* or makes his own arrangements.

5.8.1.2 Electrical Power

Existing 3 Phase 380V and single phase 220V power on site may be utilised by the *Contractor*. Where no supplies are available the *Contractor* supplies his own source. The *Employer* does not guarantee uninterrupted supply.

5.8.1.3 Sanitary Facilities

Permanent facilities to serve the Power Station terrace are provided by the *Employer*. *Employer* will provide facilities (such as water, toilets in the plant) and *Contractor's* space for site establishment

5.8.1.4 Waste Removal

The *Contractor* complies with *Employer's* policy for waste management on Site, policy. The *Employer* will provide and empty special colour coded bins for refuse disposal.

5.8.1.5 Telecommunications

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

If connections are unavailable or not possible, the *Contractor* shall provide his own means of obtaining communication services.

The *Contractor* shall provide everything else necessary for providing the Service.

5.8.2 Provided by the *Contractor*

- a) *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- b) All computers and printers accessories needed to be provided by the *Contractor* at own cost

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- c) All PPE to be provided by *Contractor* and must be SABS approved and of Eskom standards.
- d) Gloves and dusk masks will supply by the *Contractor* at own cost.
- e) Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be inspected daily and logged.
- f) Toolbox for each Artisan in order to perform scope of work at *Contractor's* cost
- g) *Contractor* will provide a Method Statement to explain how the scope of work for provision of resources for electrical outage work, routine maintenance, repairs, inspections, cleaning, support services, and emergency breakdown services will be executed, and this must form part of the Tender returnables.
- h) The *Contractor* makes his own arrangements for accommodation and meals.
- i) The *Contractor* provides his own cell phone and the cost thereof.
- j) The *Contractor* will be responsible for all non-Eskom telephone calls, faxes and internet usages.
- k) *Contractor* to provide 2 x (380VAC 63 Amp) 50m extensions. Extensions must be COC certified.
- l) *Contractor* to provide barricading for no-entry in works areas.
- m) The *Contractor* shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the *Employer* against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the *Contractor*.
- n) The *Contractor* shall maintain the equipment in good working order (calibrated) and keep it clean throughout the contract period.

5.8.2.1 Waste Removal

- Household waste removal to the bins, as provided on the Site by the *Employer*, is the responsibility of the *Contractor*.
- The *Contractor* will be responsible for refuse bins for his own site.
- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
- For the full duration of the services, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

5.8.2.2 Accommodation

- The *Contractor* makes his own arrangements for accommodation and meals.
- The *Employer* does not provide accommodation.
- The *Contractor* or any of his employees or sub*Contractors* will be allowed to use the *Employer's* dining facilities.
- The *Contractor* or any of his employees or sub*Contractors* may also buy meals from the fast food's outlet on Site. Lunch time is from 12:00 to 12:30.
- Accommodation cannot be the responsibility of the *Employer*, and charged against, as the *Employer* supports "Local to Site" Employees first.

5.8.2.3 Facilities provided by the *Contractor*:

- The *Contractor* is to provide vehicles and office equipment
- The *Contractor* has to ensure own cleaning of Protective Clothing.
- The *Contractor* also has to provide own cleaning of the offices, kitchen, stores in the Workshop area and yard.

5.9 Control of noise, dust, water and waste

- a) Full PPE shall be worn at all times when entering the plant.
- b) The *Contractor* shall comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for

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- water and the Waste Act, Act 107 of 1998
- c) Having due regard for local communities and dwellings, the *Contractor* shall restrict any of its operations which result in undue noise disturbance to those communities and dwellings.
- d) The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.
- e) The management of waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed.
- f) Littering shall be avoided.

5.10 Hook ups to existing works

- Eskom Cardinal Rules shall apply.
- *Contractor* shall provide safety harnesses.
- Tests and inspections
- Description of tests and inspections.
- Safety equipment shall be tested/ calibrated and inspected before use by the *Contractor*, a record/ certificates shall be kept by the *Contractor* and available upon request.

5.10.1 Constraints on how the *Contractor* provides the service

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their sub-*Contractors* and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-*Contractors* and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal requirement and the *Employer's* requirements identified, then the Main Service Provider/Provider/Principal *Contractor* will be penalised.
- d) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- f) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- g) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- h) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- i) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- j) All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- k) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- l) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.
- m) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- n) The *Contractor* and his employees may only smoke in the allowed / designated areas.
- o) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

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5.10.1.1 Notes

- Breakdown work that is delayed and done after hours due to *Contractor* employee not being authorised, work Will be done at *Contractors* expense (overtime Will not be paid).
- All cable joints that failed within a month due to poor workmanship will be re-done at *Contractor's* expense.
- Tools or equipment that's borrowed to *Contractor* get damaged, stolen or missing, *Contractor* will replace It at own cost.
- *Contractors* Will not be allowed on Site / or any plant without the correct/ required PPE and they will be regarded absent from work for that time frame .
- *Employer /* representative have the right to suspend *Contractor* personnel off Site If not obeying any lawful order without pay.

5.10.2 Qualifications (Note- the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor*

Minimum Qualification and Experience Requirements

All personnel employed by the *Contractor* shall be suitably qualified, competent, and experienced for the duties assigned to them.

5.10.2.1 Supervisor

The Supervisor shall:

- Be in possession of a recognized Electrical Trade Test Certificate and supervisor qualification.
- Have a minimum of five (5) years' relevant experience as an Electrical Supervisor on power generation, heavy industrial, or similar plant environments as specified in this contract.
- Demonstrate the ability to manage outage resources, quality requirements, safety compliance, and work execution activities.

5.10.2.2 Electrical Artisan

Each Electrical Artisan shall:

- Be in possession of a recognized Electrical Trade Test Certificate.
- Have a minimum of three (3) years' relevant post-trade experience on power generation, heavy industrial, or similar plant environments as specified in this contract.
- Be competent in fault finding, maintenance, repair, testing, and commissioning of electrical equipment within the scope of this contract.

In addition, a minimum of two (2) Electrical Artisans shall:

- Be registered as Three-Phase Installation Electricians.
- Possess valid Installation Electrician (IE) registration numbers.
- Maintain registration for the duration of the contract.

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5.10.2.3 Laborer

Each Laborer shall:

- Be able to read, write, speak, and understand English.
- Have a minimum educational qualification of Grade 10 or equivalent.
- Be trained and competent to perform the duties associated with the scope of work.
- Comply with all safety, quality, and site access requirements.

5.10.2.4 Planner

The Planner shall:

- Have a minimum of three (3) years' relevant planning experience in maintenance and outage environments.
- Be proficient in the use of Primavera P6 and/or Microsoft Project.
- Be capable of developing, updating, monitoring, and reporting outage schedules and resource plans.

5.10.2.5 Safety Officer

The Safety Officer shall:

- Possess recognized safety qualifications and certifications relevant to the role.
- Have a minimum of three (3) years' relevant experience in industrial or power generation environments following certification.
- Be competent in incident investigation, risk assessment, safety auditing, and statutory compliance requirements.
- Be responsible for monitoring compliance with site safety requirements and supporting incident investigations when required.

The *Contractor* shall provide documentary proof of qualifications, registrations, certifications, and experience for all personnel upon request by the *Employer* prior to mobilization or at any time during the contract period.

- **NB: Only valid certificates will be accepted. Application letters and letters of recommendation**

5.11 Tests and inspections

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5.11.1 Description of tests and inspections

- All tests to be carried as per SOW
- Provide a data pack with complete tests and Certificates after completion of any major services as per Client's request and related standards.
- Have records of all certificates for tools and test equipment or as required by the *Employer*.
- Ensure that test equipment calibration is valid for the period in which work is executed and certificates available upon request. All equipment calibration (or recalibration) to be executed by an approved test facility.
 - Tools or equipment that's borrowed to *Contractor* get damaged, stolen or missing, *Contractor* will replace it on own cost
 - *Contractors* Will not be allowed on Site / or any plant without the correct/ required PPE and they will be regarded absent from work for that time frame
 - *Employer* / representative have the right to suspend *Contractor* personnel off Site If not obeying any lawful order without pay

5.11.2 Materials facilities and samples for tests and inspections

- Not Applicable

6 List of drawings

6.1 Drawings issued by the *Employer*

- Not Applicable

7 Low Service Damages: Annexure A

X17 LOW SERVICE LEVEL TABLE			
ITEM	DESCRIPTION OF TASK	MEASUREMENT	DAMAGES TO BE IMPLEMENTED
Work not completed within outage schedule	Tasks / work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Maximum of 1 incident	0,5% of Task Order value after more than 1 incident, capped at 5% of the total of the Prices of the Task Order
Re-work	Poor Workmanship, p	Maximum of 1 incident per Outage	2% per event and capped at 5% of the Task Order Value
Late completion of works	Failure to meet agreed timelines or schedule	Agreed Programme /Schedule	5 % of the Task Order Value capped at 10% of the total of the Prices of the Task Order
Non-Compliance to Safety	Unsafe work, behaviour and act, poor housekeeping, Incident	Per occurrence	5 % of the Task Order Value capped at 10% of the total of the Prices of the Task Order

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Requirements	due to negligence resulting in LTI's and injuries and/or Fatalities		
QCP submissions and approval	Submissions and approval of QCP's before repairs	Late or no submissions	1% of the Task order value
Poor House Keeping	During Site Services Inspections	As and when	0.5% of the Task Order
Early reporting of defects	Formal Communication (writing)	1-2 days after inspection	0.5% of the Task Order

8 Annexure B: Key Performance Indicators

8.1 Annexure B: Key Performance Indicators: For Process Monitoring for Provision of Electrical Resources Contract at 6 Months Interval

item	KPA	Objective	Weight	Poor	Good	Excellent
				0-2	3	4-5
1	ORHVS and PSR authorisation	To ensure compliance	20%	No authorisation	Authorized	100% Authorized
2	ORHS and PSR compliance and audits	To ensure compliance	10%	No authorisation	Authorized	100% Authorized
3	Quality and Safety Audits, QC Compliance	To ensure Contractor complies to all SHEQ and QC related matters close out of PM's scheduled	15%	Non-Compliance	Compliant	Exceeding Expectations
4	Call - out Response	Contractor to respond to call outs within 1 hour	15	More than 2 hour responses	1 hour response	Less than an hour response
5	Rework Report	0 Rework in 90-days cycle	15%	Rework within 90 days	0 Rework in 90-days cycle	No Re-work
6	Non Conformance Report (NCR)	To Ensure Compliance	25%	4 NCR's within financial year	Less than 4 NCR's	0 NCR's

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