



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)	
and	[Insert at award stage] (Reg No. _____)	
for	The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
Part C3	Scope of Work	
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]	

C1.1 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:

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when basis.

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:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

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

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station.

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			
Name & signature of witness	(Insert name and address of organisation)	Date	

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:		For the Employer
Signature			
Name			
Capacity			
On behalf of	<i>(Insert name and address of organisation)</i>		<i>(Insert name and address of organisation)</i>
Name & signature of witness			
Date			

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z15: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011- 800 2101
	Fax No.	011- 800 5684
10.1	The <i>Service Manager</i> is (name):	
	Address	Grootvlei Power Station Private Bag X Grootvlei 2420
	Tel	
	Fax	

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

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

	e-mail	
11.2(2)	The Affected Property is	Grootvlei Power Station Generation plants and Grootvlei Power Station Common plant and associated peripheral equipment.
11.2(13)	The <i>service</i> is	The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.
11.2(14)	The following matters will be included in the Risk Register	• Adverse weather conditions i.e., extreme rain, snow and strong winds. • Injuries and incidents due to noncompliance with Environmental, Health and Safety Regulation and Legislation • Theft - the site and working areas are to be guarded to ensure that no theft can take place that will affect the continuity of work • Snakes, bees/wasps/spiders and animals – Care should be taken when working in the vicinity and a snake handling procedure should be in place • Delays and disruption to the execution of each task order • Skills shortages • Unavailability of competent and qualified resources to execute work as per task order
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	One (1) week and immediately for emergencies.
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Within the first week of inception of the contract.
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Sixty (60) months

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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.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	None
80.1	These are additional <i>Employer's</i> risks	• Adverse weather conditions i.e., extreme rain, snow and strong winds. • Injuries and incidents due to non-compliance with Environmental, Health and Safety Regulation and Legislation

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		• Theft - the site and working areas are to be guarded to ensure that no theft can take place that will affect the continuity of work • Snakes, bees/wasps/spiders and animals – care should be taken when working in the vicinity and a snake handling procedure should be in place • Delays and disruption to the execution of each task order • Unavailability of competent and qualified resources to execute work as per task order
9	Termination	In addition to the termination clause, we have the following: • The <i>Employer</i> reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period. • The <i>Employer</i> reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires. • The <i>Employer</i> reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires.
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	Four (4) weeks.
11	Data for Option W1	
W1.1	The Adjudicator	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).

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	Address	
	Tel No.	
	Fax No.	
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	
	The proportions used to calculate the Price Adjustment Factor are:	proportion
		linked to index for
		Index prepared by
		non-adjustable
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Annexure A
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)

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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	Twelve (12) months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	One (1) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	

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Z2	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service</i>

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	<i>period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>: • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing. • The attached copy of SHE specification 240-73418055 should be used in compiling the SHE file
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.

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Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

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

Z12 Insurance

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

Insurance cover	83											
	83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.										
	83.2	The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate. INSURANCE TABLE A <table><tr><td>Insurance against</td><td>Minimum amount of cover or minimum limit of indemnity</td></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td> 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. </td></tr><tr><td>Loss of or damage to Plant and Materials</td><td> 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. </td></tr><tr><td>Loss of or damage to Equipment</td><td> 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. </td></tr><tr><td>The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials</td><td> <u>Loss of or damage to property</u> The replacement cost </td></tr></table>	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	<u>Loss of or damage to property</u> The replacement cost
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	<u>Loss of or damage to property</u> The replacement cost											

		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>Bodily injury to or death of a person</u> The amount required by the applicable law.
		Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the <i>Employer</i>	86																							
	86.1	The <i>Employer</i> provides the insurances stated in the Insurance Table B																						
		INSURANCE TABLE B																						
		<table><tr><th>Insurance against or name of policy</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>Per the insurance policy document</td></tr><tr><td>Contract Works insurance</td><td>Per the insurance policy document</td></tr><tr><td>Environmental Liability</td><td>Per the insurance policy document</td></tr><tr><td>General and Public Liability</td><td>Per the insurance policy document</td></tr><tr><td>Transportation (Marine)</td><td>Per the insurance policy document</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>Per the insurance policy document</td></tr><tr><td>Terrorism</td><td>Per the insurance policy document</td></tr><tr><td>Cyber Liability</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>Per the insurance policy document</td></tr></table>	Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	Per the insurance policy document	Contract Works insurance	Per the insurance policy document	Environmental Liability	Per the insurance policy document	General and Public Liability	Per the insurance policy document	Transportation (Marine)	Per the insurance policy document	Motor Fleet and Mobile Plant	Per the insurance policy document	Terrorism	Per the insurance policy document	Cyber Liability	Per the insurance policy document	Nuclear Material Damage and Business Interruption	Per the insurance policy document	Nuclear Material Damage Terrorism	Per the insurance policy document
Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity																							
Assets All Risk	Per the insurance policy document																							
Contract Works insurance	Per the insurance policy document																							
Environmental Liability	Per the insurance policy document																							
General and Public Liability	Per the insurance policy document																							
Transportation (Marine)	Per the insurance policy document																							
Motor Fleet and Mobile Plant	Per the insurance policy document																							
Terrorism	Per the insurance policy document																							
Cyber Liability	Per the insurance policy document																							
Nuclear Material Damage and Business Interruption	Per the insurance policy document																							
Nuclear Material Damage Terrorism	Per the insurance policy document																							

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

Z13	Nuclear Liability
Z13.1	The <i>Employer</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

Annexure A

Low service damages

The performance review will be done in three monthly intervals for the duration of the contract. The following is the proposed spread sheet.

Criteria	Weight	Unit	Target	Penalty 3%	Penalty 5%	Penalty 10%
Milestone target on repair (Slips) Breakdowns (Overdue plant defect being investigated)	20%	Hrs	8hrs	8hrs to 24hrs	24hrs to 48hrs	48hrs & max
SHEQ compliance (findings)	20%	Number	0	1	2	3 & max
Lost Time Injury (LTI)	20%	Number	0	1	2	3 & max
Rework (per activity vs targets)	20%	Number	0	1	2	3 & max
Comprehensive weekly feedback report submission as per service rendered	20%	Number	0	1	2	3 & max

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

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	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	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	3

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

1.1. 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.

1.2. 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).

1.3. 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.

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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.

1.4. 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.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

C2.2 the *price list*

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station

Item no.	Description	Unit	Quantity	Total months / year	Rate	Price
	Section 1					
	<u>Preliminaries and Generals</u>					
	<u>Preliminaries and Generals: Safety-Annually</u>					
1	Safety file (once per annum)	sum	1	5		
2	Personal Protective Equipment [once per annum for seven (7) employees per person] SABS approved PPE (2x overalls, 1x hard hat, 1x safety boots, 1x rainsuits)	no	7	5		
3	Safety inductions and medicals [once per annum for seven (7) employees per person]	no	7	5		
4	SAPS verification [once per annum for seven (7) employees per person]	no	7	5		
	<u>Preliminaries and Generals : Time related</u>					
5	Travelling	km	500	60		
	Section 2					
	<u>Normal time</u>					
1	1050mm ply belt 315/3 cold splice	ea	1	60		
2	1050mm ply belt 315/3 cold splice (CN Foil)	ea	1	60		
3	1050mm ply belt 315/3 hot splice	ea	1	60		
4	1050mm EP 500/3 ply cold splice	ea	1	60		
5	1050mm EP 500/3 ply cold splice (CN FOIL)	ea	1	60		
6	1050mm EP 500/3 ply hot splice	ea	1	60		
7	1050mm ST 500 hot splice	ea	1	60		
8	1350mm EP 630/4 ply cold splice	ea	1	60		
9	1350mm EP 630/ 4 ply cold splice (CN FOIL)	ea	1	60		
10	1350mm EP 630/4 ply hot splice	ea	1	60		
11	Non-flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	60		
12	Non-flame retardant diamond grooved rubber lagging (10mm thickness)	m ²	1	60		
13	Non-flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	60		
14	Flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	60		
15	Flame retardant diamond grooved rubber	m ²	1	60		

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

	lagging (10mm thickness)					
16	Flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	60		
17	Plain lagging 10mm	m ²	1	60		
18	Dimpled ceramic lagging (12mm thickness)	m ²	1	60		
19	Smooth ceramic lagging (12mm thickness)	m ²	1	60		
20	Cold repair on ply belt	m ²	1	60		
21	Cold repair on steel chord belt	m ²	1	60		
22	Hot repair on ply belt	m ²	1	60		
23	Hot repair on steel chord belt	m ²	1	60		
24	Generator 380V (for 24 hours)	ea	1	60		
25	Repair strip (2,2mm x 100mm)	m	1	60		
26	Repair strip (3,2mm x 150mm)	m	1	60		
27	Repair strip (3,2mm x 220mm)	m	1	60		
28	Repair strip (3,4mm x 300mm)	m	1	60		
29	Repair strip (3,4mm x 400mm)	m	1	60		
30	Mechanical fasteners (hinged – 25 per box)	ea	1	60		
31	Mechanical fasteners(solid plate – 25 per box)	ea	1	60		
32	Conveyor belt clip joint repairs (hinged fasteners)	ea	1	60		
33	Conveyor belt clip joint repairs (solid plate fasteners)	ea	1	60		
34	Belt inspection (fabric ply)	ea	1	60		
35	Belt inspection (steel chord)	ea	1	60		
36	Clamping of the conveyor belt (rigging, removing the guards, lifting the counterweight, remove idler frames, create slack in the belt, clamping and put back the guard)	ea	1	60		
37	Tent cover (for 24 hours)	ea	1	60		
38	Heater (for 24 hours)	ea	1	60		

The total of the Prices(excluding VAT):

Item no.	Description	Unit	Quantity	Total months / year	Rate	Price
Section 3						
Call outs (After hours and Saturday)						
1	1050mm ply belt 315/3 cold splice	ea	1	20		
2	1050mm ply belt 315/3 cold splice (CN Foil)	ea	1	20		
3	1050mm ply belt 315/3 hot splice	ea	1	20		
4	1050mm EP 500/3 ply cold splice	ea	1	20		
5	1050mm EP 500/3 ply cold splice (CN FOIL)	ea	1	20		
6	1050mm EP 500/3 ply hot splice	ea	1	20		
7	1050mm ST 500 hot splice	ea	1	20		
8	1350mm EP 630/4 ply cold splice	ea	1	20		
9	1350mm EP 630/4 ply cold splice (CN FOIL)	ea	1	20		

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

10	1350mm EP 630/4 ply hot splice	ea	1	20		
11	Non-flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	20		
12	Non-flame retardant diamond grooved rubber lagging (10mm thickness)	m ²	1	20		
13	Non-flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	20		
14	Flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	20		
15	Flame retardant diamond grooved rubber lagging (10mm thickness)	m ²	1	20		
16	Flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	20		
17	Plain lagging 10mm	m	1	20		
18	Dimpled ceramic lagging (12mm thickness)	m ²	1	20		
19	Smooth ceramic lagging (12mm thickness)	m ²	1	20		
20	Cold repair on ply belt	m ²	1	20		
21	Cold repair on steel chord belt	m ²	1	20		
22	Hot repair on ply belt	m ²	1	20		
23	Hot repair on steel chord belt	m ²	1	20		
24	Generator 380V (for 24 hours)	ea	1	20		
25	Repair strip (2,2mm x 100mm)	m	1	20		
26	Repair strip (3,2mm x 150mm)	m	1	20		
27	Repair strip (3,2mm x 220mm)	m	1	20		
28	Repair strip (3,4mm x 300mm)	m	1	20		
29	Repair strip (3,4mm x 400mm)	m	1	20		
30	Mechanical fasteners (hinged – 25 per box)	ea	1	20		
31	Mechanical fasteners(solid plate – 25 per box)	ea	1	20		
32	Conveyor belt clip joint repairs (hinged fasteners)	ea	1	20		
33	Conveyor belt clip joint repairs (solid plate fasteners)	ea	1	20		
34	Belt inspection (fabric ply)	ea	1	20		
35	Belt inspection (steel chord)	ea	1	20		
36	Clamping of the conveyor belt (rigging, removing the guards, lifting the counterweight, remove idler frames, create slack in the belt, clamping and put back the guard)	ea	1	20		
37	Tent cover (for 24 hours)	ea	1	20		
38	Heater (for 24 hours)	ea	1	20		

The total of the Prices(excluding VAT):

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

Item no.	Description	Unit	Quantity	Total of months / year	Rate	Price
Section 4						
Call outs (Sunday and Public Holidays)						
1	1050mm ply belt 315/3 cold splice	ea	1	10		
2	1050mm ply belt 315/3 cold splice (CN Foil)	ea	1	10		
3	1050mm ply belt 315/3 hot splice	ea	1	10		
4	1050mm EP 500/3 ply cold splice	ea	1	10		
5	1050mm EP 500/3 ply cold splice (CN FOIL)	ea	1	10		
6	1050mm EP 500/3 ply hot splice	ea	1	10		
7	1050mm ST 500 hot splice	ea	1	10		
8	1350mm EP 630/4 ply cold splice	ea	1	10		
9	1350mm EP 630/4 ply cold splice (CN FOIL)	ea	1	10		
10	1350mm EP 630/4 ply hot splice	ea	1	10		
11	Non-flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	10		
12	Non-flame retardant diamond grooved rubber lagging (10mm thickness)	m ²	1	10		
13	Non-flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	10		
14	Flame retardant diamond grooved rubber lagging (6mm thickness)	m ²	1	10		
15	Flame retardant diamond grooved rubber lagging (10mm thickness)	m ²	1	10		
16	Flame retardant diamond grooved rubber lagging (12mm thickness)	m ²	1	10		
17	Plain lagging 10mm	m ²	1	10		
18	Dimpled ceramic lagging (12mm thickness)	m ²	1	10		
19	Smooth ceramic lagging (12mm thickness)	m ²	1	10		
20	Cold repair on ply belt	m ²	1	10		
21	Cold repair on steel chord belt	m ²	1	10		
22	Hot repair on ply belt	m ²	1	10		
23	Hot repair on steel chord belt	m ²	1	10		
24	Generator 380V (for 24 hours)	ea	1	10		
25	Repair strip (2,2mm x 100mm)	m	1	10		
26	Repair strip (3,2mm x 150mm)	m	1	10		
27	Repair strip (3,2mm x 220mm)	m	1	10		
28	Repair strip (3,4mm x 300mm)	m	1	10		
29	Repair strip (3,4mm x 400mm)	m	1	10		
30	Mechanical fasteners (hinged – 25 per box)	ea	1	10		

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

31	Mechanical fasteners(solid plate – 25 per box)	ea	1	10		
32	Conveyor belt clip joint repairs (hinged fasteners)	ea	1	10		
33	Conveyor belt clip joint repairs (solid plate fasteners)	ea	1	10		
34	Belt inspection (fabric ply)	ea	1	10		
35	Belt inspection (steel chord)	ea	1	10		
36	Clamping of the conveyor belt (rigging, removing the guards, lifting the counterweight, remove idler frames, create slack in the belt, clamping and put back guard)	ea	1	10		
37	Tent cover (for 24 hours)	ea	1	10		
38	Heater (for 24 hours)	ea	1	10		

The total of the Prices(excluding VAT):

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	
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C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

Grootvlei Power Station owns and operates a variety of conveyor belts in the coal handling plant. The conveyor belts transport coal from the coal stockyard to the mill bunkers where the coal is further conveyed to the milling plant for further processing. There are two types of conveyor belts used which are steel cord and textile/plied reinforced conveyor belts. The belts get torn or damaged for various technical reasons. The repair requires either full replacement of the conveyor belt or putting an insert depending on the damage and the condition of the existing conveyor belt.

This scope of work outlines the requirements for conveyor belts splicing, pulley repairs and belt inspections to be conducted by the *Contractor* during the breakdowns and or as and when required. The *Contractor* must be responsible for conducting the splicing which will comply to the relevant splicing standards and/or pulley lagging standards.

The repair cannot be done in the workshop for various reasons, for example:

- a) The need to fit the belt accurately to the conveyor structure on site
- b) The belt must be threaded on to the structure prior to joining, and
- c) When effecting repairs to a belt by inserting a new section of belt it may not be economic, or safe, to remove the belt from the structure.

1.1.1 The *Service* consist of the belt splicing, belt repairs, belt inspections and pulley lagging of all the coal conveyors in the power station for the efficient running of all coal supply to the coal bunkers. The demand for coaling is sometimes high and requires immediate response of the repair team.

1.1.2 The *Service* rendered under the contract will be as and when required basis. This includes weekends and public holidays.

2 Employer's requirements for the service

2.1 The Contractor:

2.1.1 Executes splicing and repair on conveyor belts.

2.1.2 Ensure compliance to the requirements outlined in **unique identifier: GVL/0625.**

2.1.3 Comply with all Eskom Life-Saving Rules and other safety requirements referenced unique identifier: GVL/0625.

2.1.4 Execute the *Service* with due regard for safety, health, environmental and quality. requirements specified **unique identifier: GVL/0625.**

2.1.5 The *Contractor* and their sub-suppliers are required to have suitable premises with the required tools, and equipment to be able to conduct the *Service*. Eskom reserves the right to inspect the workshop premises at any time during the duration of the services/contract (with prior notice of at least 24 hours) to ensure that it is suitable and is kept up to standard. The *Contractor* shall acknowledge receipt of request and confirm availability.

2.1.6 Never divulge information that is regarded as confidential or privileged or which may be regarded as bringing disrepute or perceived to potentially bring disrepute to the *Employer*, to third parties under any circumstances.

2.1.7 Obey all laws pertaining to the National Key Points Act. It is expressly forbidden to take photographs of anything while inside the *Employer* premises unless prior permission has been granted in writing to do so.

2.1.8

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

- 2.1.9 The *Contractor* shall do all rigging and rigging related work as required while performing the *Service* as stated in the service information or deemed necessary by the *Service Manager*.
- 2.1.10 Each splice is to be marked with a unique number for identification. This number shall also be indicated on the invoice along with the *Employer's Representative* name.
- 2.1.11 The *Contractor* must be able to perform splicing on belts up to 1350 mm wide.
- 2.1.12 The *Contractor* provides belt splicing equipment such as presses and ancillary equipment, splice tools, special tools, and consumables for the effective execution of the *Service*. The *Employer* will only provide *Contractor* with a conveyor belt. It is expected that all equipment and materials to be used be maintained regularly. The equipment must be inspected before being dispatched to Grootvlei Power Station. The *Employer* reserves the right to request any calibration certificates and material datasheets used during the service, each certification and material datasheets shall be kept and readily available.
- 2.1.13 Access to site with equipment and tools will only be granted upon the submission of a printed tool / equipment list to the security department. Any items not on the list and brought onto site, may not be removed from site thereafter.
- 2.1.14 All electrical equipment used on site shall have a valid certificate of compliance or test report/certificate/report, issued after January 1, 1994, by a contractor registered with the Electrical Contracting Board of South Africa that the electrical equipment complies fully with the provisions of the Electrical Installations Regulations set out in the Government Notice R2920 published in the Government Gazette 14350 of October 23, 1992 by the Minister of Manpower in terms of the Occupational Health and Safety Act of 1993.
- 2.1.15 The overall safety of the equipment shall be reviewed, in particular, the earthing of electrical equipment, the security of guards on presses and soundness of pneumatic and hydraulic hose.(Refer to Appendix E for recommended period of inspection as per 240-120532564 standard). All electrical equipment shall be fitted with an earth leakage trip and portable tools shall be for 220 V operation. Records of maintenance and calibration shall be kept and shall be readily available for inspection.

3 Scope of Works

3.1 Pre-work information exchange

- 3.1.1 The *Employer* shall provide the *Contractor* with full specifications of the belt being spliced. The specifications/datasheet shall be enough for *Contractor* to comprehensively collect and transport the necessary materials, equipment and tools to site. See **Appendix A & B** for detailed example of information/data to be provided by the *Employer* to the contractor for textile plied belt and steel cord belts.
- 3.1.2 The *Contractor* shall provide the *Employer* with a design of the splice for the conveyor with a drawing indicating dimensions of the splice prior to arriving on site. This drawing shall be approved by the *Employer* prior to splicing the belt.
- 3.1.3 The *Contractor* shall submit to the client a list of tools, materials and equipment for executing the work and shall be approved by the *Employer* prior to arrival onsite. See **Appendix C & D** for minimum tools and materials required for splicing textile belts and steel chord belts.
- 3.1.4 The *Contractor* shall provide the *Employer* with a quality control plan. The quality control plan (QCP) shall be approved by the *Employer* prior to splicing the conveyor belt. No work shall be done if no QCP is not approved.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

3.2 Site work preparation

- 3.2.1 The *Contractor* shall determine, in conjunction with the engineer/supervisor, the position of the splicing workstation to ensure the best possible splice.
- 3.2.2 The *Contractor* shall verify the brand name, age, type, class and width of the belts to be spliced from the *Employer's* records, and
- 3.2.3 The client to apply for permit to work prior to the start of working. No work shall start without a permit to work.
- 3.2.4 The *Contractor* shall do a risk assessment prior to starting work. Thorough assessment of risks and hazards. The *Contractor* is expected to inform the *Employer* of any hazards and risk related to safety.
- 3.2.5 The *Employer* to remove belt tension through take-up system and *Contractor* to clamp belt on both sides of the splice. (the *Contractor* may also in some cases, as decided by the *Employer*, remove the tension in the belt). Enough belt slack must be provided between the belt clamps. The *Employer* to prepare (remove idler frame, conveyor canopies if necessary) area for splicing.
- 3.2.6 The *Contractor* supervisor shall take a humidity reading before commencing with the splice preparation. A proper tent cover shall be erected over the splice workstation, heaters shall be provided by the splicing *Contractor* to dry the air inside the tent cover, or there is enough reason to expect rain or fog during the splicing exercise if the humidity is exceeding 70%.

3.3 Other service works

- 3.3.1 The *Contractor* provides belt splicing equipment such as presses and ancillary equipment, splice tools, special tools, and consumables for the effective execution of the *Service*. The client will only provide *Contractor* with a conveyor belt. It is expected that all equipment and materials to be used be maintained regularly. The equipment must be inspected before being dispatched to Grootvlei Power Station. The client reserves the right to request any calibration certificates and material datasheets used during the service, each certification and material datasheets shall be kept and readily available.
- 3.3.2 In addition to the repair of the breakdown/repair service, the *Contractor* will also conduct a thorough inspection to determine the root cause of the failure. Where necessary, the *Contractor* will recommend corrective actions to the *Employer*.
- 3.3.3 The *Contractor* shall provide *Employer* with a completed quality control procedure (QCP) and work report / job card for each, and every job undertaken and this must include technical specifications, findings, space for the client to sign off and comment and include any other relevant information required by the client. As a minimum the QCP shall include information such as the number of steps, length of steps, overall length of the splice for plied belt, cord cleaning length, cord arrangement, bias for steel cord. The completed QCP will be handed over (within 24 hours after completion) to the *Employer* upon completion for filing.
- 3.3.4 The *Contractor's* Engineer, Competent Person or Site representative will conduct on-site investigative fault-finding surveys, in conjunction with the site maintenance personnel, on all conveyor belts. The *service* will need to be provided as and when required. This shall be performed by a competent person and reports containing the results of the survey and recommendations to address the findings, to improve the plant health, must be submitted to the *Employer* within one week after such survey is done. For requested inspection on a steel chord belt, the *Contractor* must supply a report to *Employer* with the following minimum information:
 - a) Number of splices on belt
 - b) Splice number for each splice
 - c) Distance between splices
 - d) Splice condition (Specific note to be taken of blistering, splices pulling loose or skew splices)
 - e) Edge damage (Note size and extent, note any exposed chords, note remaining belt width at edge damage)
 - f) Cover damage (Note size and extent, note any exposed chords)
 - g) All damage to belt to be documented with pictures as well as description.
- 3.3.5 Inspection of steel cord conveyor belting

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

- a) The works will include the implementation of a Non-Destructive Testing (Eddy Current Testing/ Magnetic Flux Leakage) method for steel cord conveyor belts.
- b) The inspection must provide the *Employer* with a comprehensive understanding of the condition of the internal conveyor belt structure.
- c) The condition of each steel cord must be accurately measured for the length of the whole conveyor and all damage, fraying and pitting corrosion must be identified.
- d) The condition of all belt splices must be individually inspected and analysed.
- e) A detailed report, showing the results of the analysis must be generated and submitted to the *Employer*.
- f) The report must include, but is not limited to, recommendations regarding potential belt failures, end of life predictions and corrective actions.

3.3.6 Inspections of fabric ply conveyor belting

- a) The condition of the belting is monitored through basic visual inspection.
- b) For requested inspection on a fabric belt, the *Contractor* must supply a report to *Employer* with the following minimum information:
 - i. Number of splices on belt.
 - ii. Splice number for each splice.
 - iii. Distance between splices.
 - iv. Splice condition (Specific note to be taken of blistering, splices pulling loose or skew splices).
 - v. Edge damage (Note size and extent, note any exposed plies, note remaining belt width at edge damage).
 - vi. Cover damage (Note size and extent, note any exposed plies).
 - vii. All damage to belt to be documented with pictures as well as description.
 - viii. Remaining extra length available on take-up.
 - ix. The report must include, but is not limited to, recommendations regarding potential belt failures, end of life predictions and corrective actions.

3.4 Emergency works

- 3.4.1 This refers to emergency breakdowns requiring immediate action to be taken. It is a corrective maintenance (retro-active strategy) whereby action is only taken when a system or component failure has occurred. The *Contractor* will be responsible for arranging all the resources (this include but is not limited to manpower, presses, tools and consumables) required attending to breakdowns. The *Contractor* shall provide a 24-hour per day, 7-day per week standby service for emergencies/breakdowns/defects of conveyor belt after the *Contractor's* regular working hours and the *Contractor* must be on site within 210 minutes of a call out as and when required.
- 3.4.2 The *Contractor* shall ensure that there is always a team readily available to attend any breakdown they will be called out for

3.5 Equipment specifications and material storage

3.5.1 Press

- a) The press shall be capable of exerting the required pressure and maintaining a controlled temperature to suit the range of belting constructions to be repaired as detailed in the preceding sections under splicing.
- b) The platens shall be of suitable design to ensure uniform loading across the surface of the belting.
- c) The press shall be checked at regular intervals with a straight edge to ensure platen flatness and for even temperature distribution.
- d) The platens shall be at least 100 mm wider than the belting to be repaired and the overlap of the platens on to the portion of the belt outside the repair area shall be a minimum of 50 mm.
- e) For the edge repair, the mould bars (sidebars) shall be slightly thinner (one millimetre) than the belting to be repaired to constrain the repair width and to prevent the repair spreading under pressure.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

3.5.2 Shelf life of materials

- a) Materials used for covers complies with the requirements as defined in SANS 1366 and SANS 1173.
- b) All material should be stored at an ideal temperature of between 16°C to 18°C.
- c) Solutions are marked with "Expiry Dates"
- d) Rubber marked with "Manufacturing Date"
- e) Batch numbers of the products must be recorded on the relevant Quality Control documentation, and
- f) The datasheet identifies all the possible rubber compound tests that are required to determine suitability with conveyor belting used in ESKOM

3.5.3 Guarantee of services

- a) The *Contractor* shall guarantee his workmanship and materials for a minimum period of three (3) years following the completion of the splice.
- b) For steel cord belting there shall be a one (1) year guarantee against visual evidence of oxidation/corrosion of the steel cords.
- c) All repairs done on conveyor belting shall carry the same guarantee as the parent belt.

3.5.4 Documentation submission and recording

- a) Quality Control Plan (QCP)
- b) Material Safety Data Sheets (MSDS)
- c) Equipment Calibration Certificates.
- d) Method Statement

3.6 Other Service requirements

- 2.7.1 The *Contractor* must provide warranties and or guarantees for all the splices, repairs and pulley lagging done on all conveyor belt systems.

4 Interpretation and terminology

- 4.1 The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
QCP	Quality Control Plan

5 Management strategy and start up.

5.1 The *Contractor's* plan for the service

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

- 5.1.1 Quality management system implementation programme. A Quality Control Plan (QCP) for each Task Order with hold, witness and verification points for the *Employer* to check and monitor progress.
- 5.1.2 Safety plan including implementation programme. Staff qualifications and experience and/or time frame for appointment of staff.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

5.1.3 A programme and resource schedule for the *service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders indicating start, inspection and completion dates, resources and costs.

5.1.4 Names of the possible /potential candidates/ employees. Any staff replacement should be accepted by the *Employer* and the replacement must meet the conditions stipulated above.

6 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Reviewing the Overall contract performance of the contract	Monthly	Grootvlei Power Station	<i>Employer</i> , and <i>Contractor</i>
Formulating strategies to address risks	Monthly	Grootvlei Power Station	<i>Employer</i> , and <i>Contractor</i>
Reviewing Contract statutory compliance	Monthly	Grootvlei Power Station	<i>Employer</i> , and <i>Contractor</i>
Risk register and compensation events	Weekly	Grootvlei Power Station	<i>Employer</i> , and <i>Contractor</i>

6.1 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.

6.2 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.

7 Contractor's management, supervision, and key people

6.1 Qualifications:

The *Contractor* provides to the *Employer* with his tender an Organogram for all the works to be provided above. The Organogram shall include personnel with the following qualifications as minimum:

7.1.1 Belt Splicer Supervisor with N2/NCV Level 3, Splicing Qualification and SHEQ Qualification (SAMTRAC or Similar) accompanied by three years' experience.

7.1.2 Belt Splicer with Grade 12 and Splicing Qualification with two year related experience

7.1.3 Belt Splicer Assistant with Grade 12 with two years related experience

8 Documentation control

8.1 The standard forms to be used by the *Contractor* in the administration of the contract, such as Early warning notifications are to be submitted to the *Employer* and shall be on the NEC document format which shall be made available to the *Contractor* by the *Employer*.

9 Invoicing and payment

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

9.1 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 showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

9.2 All invoices to be e-mailed to: invoiceseskomlocal@eskom.co.za.

The *Contractor* shall address the tax invoice to:

9.2.1 Finance Department (Accounts Payable Section)

9.2.2 Grootvlei Power Station

9.2.3 P/Bag X

9.2.4 Grootvlei

9.2.5 2420

9.3 Each invoice the following information:

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

9.3.2 The contract number and title;

9.3.3 *Contractor's* VAT registration number;

9.3.4 The *Employer's* VAT registration number 4740101508;

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

9.3.6 Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required)

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

10 Contract change management.

10.1 The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

11 Insurance provided by the *Employer*

11.1 The insurance policy provided by the *Employer* will be dealt with as specified in clause 86.1 TSC.

12 Training workshops and technology transfer

12.1 Not applicable.

13 Design and supply of Equipment

13.1 Not applicable.

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

14.1 None.

15 Information and other things

15.1 Not applicable.

16 Management of work done by Task Order

16.1 Work is to be done in accordance with the written Task Order issued by the *Employer*.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

16.2 All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

17 Health and safety, the environment and quality assurance

17.1 Health and safety risk management

- 17.1.1 The *Contractor* shall comply with the health and safety requirements as stated; and any other provided by the *Employer* in the Health and Safety requirements.
- 17.1.2 The *Contractor* shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.
- 17.1.3 The *Contractor* shall, when coming on site (Grootvlei Power Station), abide by the Life Saving Rules. These will be provided by the *Employer* on the start of the contract.
- 17.1.4 The *Contractor* shall also abide by the Grootvlei's Safety, Health and Environmental Specifications for Contractors Procedure, 240-30008949, which will also be provided by the *Employer*.
- 17.1.5 The *Contractor* shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.
- 17.1.6 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.
- 17.1.7 The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.
- 17.1.8 The *Contractor* implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.
- 17.1.9 The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.
- 17.1.10 The *Service Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Service Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

18 Environmental constraints and management

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

18.2 The *Contractor* will be subject to periodic audits by the *Employer* to ensure compliance with the EMS. Any deviations will be corrected to the *Employer's* satisfaction.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

18.3 Furthermore, the *Contractor* will be familiar with and comply with Grootvlei Power Station's environmental management policies and procedures. In particular, attention is drawn to Grootvlei Power Station's environmental non-conformance procedure, waste management procedure and spill clean-up procedure.

19 The *Contractor* meets the following environmental requirements:

- a) Contaminated soil
 - All contaminated soil outside the contained stock yard is removed and dumped at an approved and demarcated area.
- b) Redundant Plant and Materials
 - Redundant Plant and Materials is removed from Site to the reclamation yard using the appropriate procedures. The *Service Manager* provides approval for all material to be removed from site to the reclamation yard.
- c) General Control of Site Activities
 - The site is controlled in an environmentally responsible manner. Note the following: Noise and pollution levels for all construction equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from site. Temporary services are maintained in a good and proper manner.
- d) Plant and material wash-down facilities
 - Wash down of plant and material can only be done in areas designated by the *Service Manager*.

20 Quality assurance requirements

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

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

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

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

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

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

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

20.7 The *Contractor* ensures that all plant and materials for the *Service* are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

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

21 Procurement

21.1 People

21.1.1 Minimum requirements of people employed.

The *Contractor* shall provide suitable resources as stated in the service description with a valid work permit for foreigners and relevant qualifications, and they shall employ majority of the resources around Dipaleseng Community through the local forum.

22 BBBEE and preferencing scheme

22.1 Refer Supplier Development, Localisation and Industrialisation strategy setting template.

23 Subcontracting

23.1 All Sub-Contractors are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Service Manager* confirmation of the status.

23.2 The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore the contract between the *Contractor* and the subcontractor must be aligned with these contracts.

23.3 No work shall commence without all employees having done safety and medical checks prescribed by the *Employer*.

23.4 The *Contractor* must submit a safety file at the inception of this contract.

23.5 The *Contractor* complies with all site regulations issued by the *Employer*.

24 Plant and Materials

24.1 Specifications

Number	Title	Issued by
Act 85 of 93	Occupational Health and Safety Act	<i>Contractor</i>
240-55864585	Textile Ply Belt Splicing Quality Control Standard	<i>Employer</i>
240-120532564	Splicing & repairs of steel cord and textile/plied reinforced conveyor belting	<i>Employer</i>
240-55864503	Belt conveyor mechanical component standard Rev.2	<i>Employer</i>
SANS 1366:2013	Steel cord reinforced conveyor belting.	<i>Contractor</i>
SANS 1173:2013	Fabric reinforced conveyor belting	<i>Contractor</i>
SANS 485:2009 Edition 1:	Conveyor belting - splicing of steel cord conveyor belting.	<i>Contractor</i>
SANS 484-1:2009 Edition 1:	Conveyor belting - step splicing for multiply textile reinforced rubber covered conveyor belting - hot-splicing method.	<i>Contractor</i>
SANS 484-2:2009	Conveyor belting - step splicing for multiply textile reinforced rubber	<i>Contractor</i>

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

Edition 1:	covered conveyor belting - cold-splicing method.	
240-55864509	Ceramic lagging for pulleys standard	<i>Employer</i>
SANS 1669 – 2: 2016	Rubber lagging for pulleys standard	<i>Contractor</i>
GGPP1065	Power plant chemistry policy	<i>Employer</i>
GGSS1181	Specification for chemical products and material used in a power plant	<i>Employer</i>
GGs 1407	Control of plant erection, repair and maintenance welding activities	<i>Employer</i>
GGA1182	The Control of Chemical Products in a Power Plant	<i>Employer</i>
GVLE001	Environmental policy	<i>Employer</i>
240-28833001	Alcohol testing procedure	<i>Employer</i>
240-29259745	Environmental non-conformances, corrective and preventative actions	<i>Employer</i>
240-30854758	Environmental spillage management procedure	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental specifications for contractors	<i>Employer</i>
240-37567213	Working in confined spaces	<i>Employer</i>
240-39281048	Maintenance strategy	<i>Employer</i>
240-39281568	Maintenance process	<i>Employer</i>
GVLt 090	Infrequent used lifting beam management	<i>Employer</i>
GLVIR 0044	Handling and transportation of injured employees	<i>Employer</i>
GGR 0992	Plant safety regulations	<i>Employer</i>
CFG 01	Coal plant operating and control philosophy	<i>Employer</i>
ESKASAAU7	Quality requirements for the procurement of assets, goods and services	<i>Employer</i>
GVLt 0391	Contract quality management	<i>Employer</i>
GVLOB 0010	Corporate identity specifications manual	<i>Employer</i>
GVLTF 091	Call out / Breakdown	<i>Employer</i>
32 - 5	Incident Management Procedure	<i>Employer</i>
32 – 93	Eskom vehicle and driver safety management	<i>Employer</i>
32 – 136	Construction Safety, Health & Environment management	<i>Employer</i>
32 – 345	Eskom vehicle safety specification	<i>Employer</i>
240-62196227	Life saving rules	<i>Employer</i>
36 - 1159	Standard numbering and date system	<i>Employer</i>
36 - 583	Cellular phone usage whilst driving and working	<i>Employer</i>
	Non-permanent employees	<i>Employer</i>
	Plant Layout	<i>Employer</i>
	Site Regulations	<i>Employer</i>

NB: All specifications in the above procedures/standards shall be strictly adhered to with exception of any changes stated within the Service Information. Any deviation from specification should be communicated in writing and approved by the client should there be a necessity to do so.

Correction of defects

The *Contractor* corrects the notified defects as per the *Employer's* instruction.

25 Contractor's procurement of Plant and Materials

25.1 Not applicable.

26 Tests and inspections before delivery

26.1 Not applicable.

27 Plant & Materials provided “free issue” by the Employer

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

27.1 The *Employer* shall ensure that the plant is isolated and the permit is issued and accepted before the work commence. 'All other Plants and Materials are to be provided by the *Contractor*'.

28 Cataloguing requirements by the Contractor

28.1 Not applicable.

29 Working on the Affected Property

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

29.1.1 Site Entry

- a) The *Contractor* makes his own assessment of, and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.
- b) Access to site shall be in line with the Grootvlei Power Station's access procedure.
- c) The *Contractor's* employees shall not enter Grootvlei site with their private vehicles, the vehicles must be parked at the entrance parking.
- d) All *Contractors* shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period.
- e) A permit shall only be issued once the *Contractor* has attended the safety induction and has undergone medical checks.
- f) All the assets must be declared and registered with security upon entering site.
- g) This includes portable assets such as a laptop.
- h) The record must be kept on the OV18 form.
- i) No asset shall be removed from site if the OV18 form is not attached.
- j) The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate.

30 Security Control

30.1 The *Contractor* is informed of the access procedures through Site regulations and note that such procedures may change depending on the prevailing security situation.

30.2 All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to *Contractor's* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

30.3 If any *Contractor's* staff are transferred from Grootvlei or leave site, the person's permit is handed over to the *Service Manager*. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

30.4 No firearms, weapons, alcohol, illegal substances and cameras are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

30.5 No "private work" is carried out for or on behalf of any Eskom employee.

30.6 The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractor's* staff.

30.7 Under no circumstances shall the *Contractor* recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

30.8 The *Contractor* must submit proof of verification records (security clearance) from SAPS or accredited supplier linked to SAPS AFIS system. It is compulsory for these documents to be submitted to Security for verification before access to site is granted.

31 Permit To Work

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

31.1 Meetings shall be held and chaired by the production department to discuss the next day's Permits To Work requirements.

31.2 All Permits To Work requests are required by 15:00 on the day prior to the permit being required.

31.3 A 'no work' period between 06:00 and 07:00 is enforced during which the requested changes to the permit take place.

32 Site regulations

32.1 Note that the speed limit on the site is 40 km/h. The vehicle permit of any persons contravening any traffic act on site is cancelled.

33 People restrictions, hours of work, conduct and records

Grootvlei Power Station normal working hours are as follows: (For information only)

33.1 Mondays – Thursdays: 07h15 – 16h30.

33.2 Fridays: 07h15 – 12h15.

33.3 Lunch breaks are 30 minutes from 12h00.

34 Health and safety facilities on the Affected Property

34.1 Medical Facilities

Ambulance and first aid facilities are available on the Main Station Terrace.

34.2 Safety and Accident Prevention

- a) The *Contractor* will be familiar with and comply with Grootvlei Power Station's safety policies and procedures.
- b) Furthermore, the *Contractor* will comply with the provisions of the Occupational Health and Safety Act and in particular, the provisions of the Construction Regulations.
- c) The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property.
- d) This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.
- e) The *Contractor* is expected to fully co-operate to achieve this objective.
- f) The *Contractor* will report any incident and accidents to Grootvlei Power Station within 24 hours.

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

35 Environmental controls, fauna & flora

Not applicable.

36 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with others in obtaining and providing information which they need in connection with the *service* and shares the Affected Property with them.

37 Records of Contractor's Equipment

37.1 All materials, Tools and Equipment's brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

37.2 A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*.

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

37.4 The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform to the applicable OHS Act safety standards.

38 Equipment provided by the Employer

38.1 The *Contractor* may use any equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads.

38.2 All equipment used shall be in good order and comply with all the relevant safety rules and regulations.

40 Site services and facilities

40.1 Provided by the Employer

a) Supply of electricity

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

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

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

A 220V power source will be available near the off-terrace site area. It is the *Contractor's* responsibility to connect to this power source and obtain statutory certificate of conformance for such a connection or installation. The use of this power supply is used to cater for the *Contractor's* office requirements and is not to be used for any construction purpose. Construction power is available to the *Contractor* within the main turbine and boiler house. All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

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

b) Water

The *Employer* supplies a water connection point at the *Contractor's* off-terrace site yard. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Contractor* is responsible to maintain these facilities and to remove it at Completion of the whole of the works.

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

c) Sanitary facilities

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

d) Lighting

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the *Contractor* at his own expense. No local lighting will be provided by the *Employer* with the exception of

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the *Employer*.

e) Ventilation

The *Contractor* shall make his own allowance for adequate ventilation of the works with the exception of the ventilation provided in the sandblasting tents which will be provided by the *Employer*.

f) Compressed Air

Compressed air is available for the works. The variation of pressure in the air supply and or breakdown in the supply shall be grounds for an extension of time or compensation if it causes a delay to the programme.

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

41 Site services and facilities

41.1 Provided by the Contractor

- a) The *Contractor* provides his own accommodation and transport for all his employees engaged in the execution of the works. The cost for transportation to and from Site is included in the Prices.
- b) No accommodation is available at Grootvlei Power Station.
- c) The location of the nearest sewer manhole, power distribution point, potable water connection storm water channel and road access point is indicated by the *Supervisor*.
- d) Connections to the interface points supplied by the *Employer* are the responsibility of the *Contractor*.
- e) The *Contractor* complies with the environmental policy given in the site regulations.

42 Control of noise, dust, water and waste

All *Contractor* employees shall make use of relevant personal protective equipment and ensure that hazardous waste are disposed of in line with the applicable environmental legislation

43 Hook ups to existing works

The *Contractor* shall adhere to Eskom life saving rules

44 Tests and inspections

44.1 Description of tests and inspections

The *Contractor* shall do all inspections covered by the scope of work/and or applicable standards.

45 Materials facilities and samples for tests and inspections

Not applicable.

46 Materials facilities and samples for tests and inspections

Not applicable.

47 Recruitment of semi-skilled workers

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

46.1 "Grootvlei Power Station requires that during recruitment of unskilled or semi-skilled labour, a *Contractor* or its subsidiaries should make every effort to employ minimum target of 50% suitable candidates from all disciplines from the local community (Dipaleseng Municipality) and will only resort to other avenues if the local community cannot provide the requisite resources.

46.2 To engage in the above recruitment process, you may contact the local Job Seekers and Grootvlei Stakeholder Management.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

46.3 The *Contractor* shall under no circumstances be allowed to recruit labourer(s) at Eskom Grootvlei main security gate.

48 List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
Drawing No.16279		Coal Handling Plant-Sheet 1 of 5 (Coal Offloading)
Drawing No.16279		Coal Handling Plant-Sheet 2 of 5 (Staith Feed Conveyors)
Drawing No.16279		Coal Handling Plant-Sheet 3 of 5 (Staith Reclaim conveyors)
Drawing No.16279		Coal Handling Plant-Sheet 4 of 5 (Incline conveyors)
Drawing No.16279		Coal Handling Plant-Sheet 5 of 5 (Bunker Conveyors)

49 Appendices

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

APPENDIX A: INFORMATION TO BE PROVIDED BY THE CLIENT TO THE CONTRACTOR FOR TEXTILE PLIED BELTING

ORDER NO: _____

BUSINESS UNIT: _____ JOB NO: _____

SPLICER NAME: _____ CONTRACTOR: _____

CONVEYOR NO: _____ SPLICE NO: _____

SPLICE TYPE: _____ DATE: _____

1	Title, number, date and issue of this Document:		
2	Location of conveyor:	Incline conveyor/surface conveyor*	
3	Contact person on site:		
4	Tel no:		
	Fax no		
5	Belt width:		
6	Belt class:		
7	Belt manufacturer:		
8	Original belt (parent belt)		
9	No. of plies		
10	Splice length	TBD by Contractor	
11	Insert spec		
12	Cover thickness:		
13	Top		
	Bottom		
	Cover material:		
14	Top		
	Bottom		
	Weather conditions		
15	Splice type	Aged to Aged:	
16	New to aged		
17	Estimated time of arrival at site required		
Signed:		Date:	

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

APPENDIX B: INFORMATION TO BE PROVIDED BY THE CLIENT TO THE CONTRACTOR FOR STEER CORD BELTING

ORDER NO: _____

BUSINESS UNIT: _____ JOB NO: _____

SPLICER NAME: _____ CONTRACTOR: _____

CONVEYOR NO: _____ SPLICE NO: _____

SPLICE LENGTH: _____ SPLICE TYPE: _____ DATE: _____

1	Title, number, date and issue of this Document:		
2	Location of conveyor:	Incline conveyor/surface conveyor*	
3	Contact person on site:		
4	Tel no :		
	Email :		
5	Belt width:		
6	Belt class:		
7	Belt manufacturer:		
8	Original belt (parent belt)		
9	No. of cords		
10	Cord diameter		
11	Splice length	TBD by Contractor	
12	Insert spec		
13	Cover thickness:		
14	Top		
	Bottom		
	Cover material:		
15	Top		
	Bottom		
	Weather conditions		
16	Splice type	Aged to Aged:	
17	New to aged		
18	Estimated time of arrival at site required		
Signed:		Date:	

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

APPENDIX C: EQUIPMENT AND TOOL LIST FOR TEXTILE & TEXTILE PLIED BELTING

	Condition checked	
	Yes	No
Vulcanising press Roller stitchers (2, 4, 12 and 50 mm) Wire brush (rotary) Polisher Rubber mallet Soft hand brushes Ratchet rope puller and pulling cables Chalk Chalk string Awl Stanley knife (or equivalent) Stanley blades (or equivalent) Saddler's knife (shoemaker) Saddler's pliers Cutting knife (straight blade, Don Carlos or equivalent) Paring knife (offset blade) G clamps Whetstone Steel rule 5m Tape measure Rubber hardness meter Buffing attachments Edge irons Set square Belt and press support frames Solution application brushes Ply knife Ply lifter Grip tongs (eccentric clamp) Rope sling		

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.

APPENDIX D: MINIMUM EQUIPMENT & TOOL LIST FOR STEEL CORD SPLICE

	Condition Checked	
	Yes	No
Vulcanising press		
Pressure roller		
Pressure roller (double acting)		
Wire cutter or cable shear		
Wire brush (rotary)		
Polisher		
Rubber mallet		
Standard mallet		
Soft hand brush		
Hand vice/eccentric clamp/frog clamp		
Ratchet rope puller and pulling cables		
Cutting pliers		
Chalk		
Chalk string		
Awl		
Pricker roller		
Scribing knife		
Saddler's knife		
Saddler's pliers		
Cutting knife (straight blade, Don Carlos or equivalent)		
Paring knife (offset blade)		
Scissors		
Screw clamps		
Whetstone		
Steel rule		
5m Tape measure		
Rubber hardness meter		
Hand drill		
Buffing attachments		
Edge irons		
Set square		
Belt support frames (6 off)		

The belt splicing, belt repairs, belt inspections and pulley lagging at Grootvlei Power Station on an as and when required basis.