

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS



NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of Maintenance Services for Air and
Flue Gas Ducts and Metallic Expansion Joints at
Tutuka Power Station for a Period of 5 Years**

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

CONTRACT No. [Insert at award stage]

THE PROVISION OF MAINTENANCE *SERVICES* FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

PART C1: AGREEMENTS & CONTRACT DATA

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

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C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Maintenance Services for Air and Flue Gas Ducts and Metallic Expansion Joints at Tutuka Power Station for a Period of 5 Years

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station General Manager

**for the
Employer**

*Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg*

Name &
signature of
witness

Date

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

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

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 _____

Power Station General Manager

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

Eskom Holdings SOC Ltd, Megawatt Park,
Maxwell Drive, Sandton, Johannesburg

Name & signature of witness _____

Date _____

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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
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Contractor</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station

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

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11.2(13)	The <i>service</i> is	The Provision of Maintenance Services for Air and Flue Gas Ducts and Metallic Expansion Joints at Tutuka Power Station for a Period of 5 Years
11.2(14)	The following matters will be included in the Risk Register	• Access to Site • Exposure to hazardous flue gases • Working at heights and confined spaces • Restricted access to ducting systems • Delays in outage or shutdown windows • Interface conflicts with other <i>Contractors</i>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	on the 25th day of each month or the next working day if the 25th fall on a weekend or public holiday.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	60 days.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]

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

12 Data for secondary Option clauses

X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.15</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.15	non-adjustable		1.00		
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0.	[•]	[•]																								
0.15	non-adjustable																									
1.00																										
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	Annexure A of the Contract Data																								
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 end of liability date is	52 weeks after the end of each outage.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Contractor</i> within	2 days of receiving the Task Order
X20	Key Performance Indicators	
X20.1	The <i>schedule</i> for Key Performance Indicators is in	Appendix D. (No incentives will be paid to the <i>Contractor</i> , the KPIs will only be used to monitor the <i>Contractor's</i> performance)
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and

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delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

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Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Contractor*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his sub*Contractors* 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 *Contractor* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal *Contractor*" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub*Contractors*, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer's limitation of liability*

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

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

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

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

Z11 *Ethics*

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or SubContractors or SubContractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or SubContractors or the SubContractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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<i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the

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unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the *Services*, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the *Services*, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the *Services*, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete these notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering Contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ 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:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

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

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PART 2: PRICING DATA
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for <i>Services Provided to Date</i> 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.

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

- **Format of the *price list***

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

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

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

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

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

C2.2 the *price list*

ESKOM TUTUKA POWER STATION

MAINTENANCE OF AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION

Number	Description	UOM	Estimated Quantity per Outage	Rate	Total Amount	Estimated Quantities for 5 years	Total Amount for 5 years
	Preliminaries and General						
1	Site establishment	Item	1			1	
2	Site de-establishment	Item	1			1	
3	Travel hire per day	day	90			450	
4	Accommodation per day	day	90			450	
5	Supervisor, QC, Planner (local to site %)	HR	173			865	
7	Safety officer level 4 (NT) per outage	HR	173			865	
8	Safety officer level 4 (OT' 1.5)	HR	108			540	
9	Safety officer level 4 (OT' 2)	HR	48			240	
10	Quality Inspector level 1 (NT)	HR	173			865	
11	Quality Inspector level 1 (OT' 1.5)	HR	108			540	
12	Quality Inspector level 1 (OT' 2)	HR	48			240	
13	Scheduler (NT)	HR	173			865	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

14	Scheduler (T" 1.5)	HR	108			540	
15	Scheduler (T" 2)	HR	48			240	
16	Safety for personnel (PPE) per person per outage (if required) Approx.	No	45			225	
17	Planner fix rate per day	day	90			450	
18	Tractor	per day	90			450	
19	Tractor driver (NT)	HR	173			865	
20	Tractor driver (OT' 1.5)	HR	108			540	
21	Tractor driver (OT' 2)	HR	48			240	
22	Forklift	per day	90			450	
23	Forklift driver (NT)	HR	173			865	
24	Forklift driver (OT' 1.5)	HR	108			540	
25	Forklift driver (OT' 2)	HR	48			240	
SUB-TOTAL						R	R
	Vertical Flue Gas Ducts						
1	Open and close access doors (with locking mechanism – 52m level)	No	2			20	
2	Open and close access doors (bolted) 57m & 76m levels	No	4			40	
3	Cut out and weld windows for access	No	4			40	
4	Window patch 2 400mm x 1 200mm	No	24			240	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

5	Window patch 2 400mm x 600mm	No	24			240	
6	Window patch 2 400mm x 300mm	No	18			180	
7	Window patch 1 200mm x 1 200mm	No	48			480	
8	Window patch 1 200mm x 600mm	No	120			1200	
9	Window patch 1 200mm x 300mm	No	80			800	
10	Window patch 600mm x 600mm	No	100			1000	
11	Window patch 600mm x 300mm	No	120			1200	
12	Window patch 600mm x 150mm	No	20			200	
13	Window patch 300mm x 300mm	No	160			1600	
14	Window patch 300mm x 150mm	No	20			200	
15	Window patch 150mm x 150mm	No	28			280	
16	Weld build-up 40mm x 80mm	No	28			280	
17	Replace protecting channel	No	210			2100	
18	Replace protecting channel insert	No	60			600	
19	Replace stay pipe	No	210			2100	
20	Replace stay pipe insert	No	80			800	
21	Replace gusset/ connecting bracket	No	120			1200	
22	Replace cover or protecting plates	No	360			3600	
23	Open & re-weld expansion joint sleeve (bottom & about 1m on sides) about 2.5m inserts (44 off) (per insert)	No	44			440	
24	Replace expansion joint sleeve insert per 2.5m (24 x 2.5m inserts) (per insert)	No	24			240	
25	Clean ash accumulated in expansion joint convolutions bottom section (8 exp/joints)	No	8			80	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

26	Repair metallic expansion joint by installing insert (2 convolutions) per 2.5m inserts (per insert)	No	12			120	
27	Repair metallic expansion joint by installing insert (3 convolutions) per 2.5m inserts	No	16			160	
28	Repair metallic expansion joint by installing insert (4 convolutions) per 2.5m inserts (per insert)	No	32			320	
29	Replace dog brackets	No	80			800	
30	Re-weld 3000mm x 40mm	No	8			80	
31	Re-weld 4300mm x 20mm	No	8			80	
32	Re-weld 1400mm x 40mm	No	16			160	
33	Re-weld 600mm x 40mm	No	20			200	
34	Re-weld 400mm x 20mm	No	14			140	
35	Re-weld 300mm x 20mm	No	10			100	
36	Replace access door seals	No	6			60	
				SUB-TOTAL	R		R
	Horizontal Flue Gas Ducts (Air heater outlet to ID fan discharge ducts)						
1	Open and close access doors (with locking mechanism)	No	14			140	
2	Cut out and weld windows for access	No	4			40	
3	Window patch 2 400mm x 1 200mm	No	84			840	
4	Window patch 2 400mm x 600mm	No	48			480	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

5	Window patch 2 400mm x 300mm	No	24			240	
6	Window patch 1 200mm x 1 200mm	No	72			720	
7	Window patch 1 200mm x 600mm	No	48			480	
8	Window patch 1 200mm x 300mm	No	24			240	
9	Window patch 600mm x 600mm	No	48			480	
10	Window patch 600mm x 300mm	No	100			1000	
11	Window patch 600mm x 150mm	No	10			100	
12	Window patch 300mm x 300mm	No	120			1200	
13	Window patch 300mm x 150mm	No	16			160	
14	Window patch 150mm x 150mm	No	12			120	
15	Weld build-up 40mm x 80mm	No	16			160	
16	Replace protecting channel	No	220			2200	
17	Replace protecting channel insert (per insert)	No	30			300	
18	Replace stay pipe	No	244			2440	
19	Replace stay pipe insert	No	30			300	
20	Replace gussets/ connecting brackets	No	80			800	
21	Replace cover or protecting plates	No	150			1500	
22	Open & re-weld expansion joint sleeve (bottom & about 1m on sides) 2.5m inserts (per insert)	No	10			100	
23	Clean ash accumulated in expansion joint convolutions bottom section (3 exp/joints)	No	3			30	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

24	Repair metallic expansion joint by installing insert (2 convolutions) per 2.5m inserts (per insert)	No	20			200	
25	Repair metallic expansion joint by installing insert (3 convolutions) per 2.5m inserts (per insert)	No	10			100	
26	Replace dog brackets	No	20			200	
28	Replace turning vanes (2 sizes)	No	448			4480	
29	Repair flue gas damper blades	No	16			160	
30	Repair flue gas damper pillars	No	12			120	
31	Repair the flue gas damper blade bottom support structure	No	4			40	
32	Replace the flue gas damper blade bottom guide stub shaft	No	16			160	
33	Replace the flue gas damper blade top shaft	No	16			160	
34	Install protecting sleeve damper blade shaft	No	32			320	
35	Repair the cat ladder rungs (per rung)	No	32			320	
36	Replace/ patch the cat ladder rungs protecting plate	No	4			40	
37	Replace access door seals	No	13			130	
SUB-TOTAL						R	R
	Air Ducts						
1	Open inspection doors	No	20			200	

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

2	Window patch 600mm x 300mm	No	8			80	
3	Window patch 600mm x 150mm	No	8			80	
4	Window patch 300mm x 300mm	No	12			120	
5	Window patch 300mm x 150mm	No	6			60	
6	Window patch 150mm x 150mm	No	6			60	
7	Replace access door seals	No	20			200	
8	Cut and re-weld windows (3 off x 150mm x 150mm per SA duct per aerofoil) for cleaning (Per duct)	No	24			240	
SUB-TOTAL					R		R
	Fabrications						
1	Fabricate turning vanes (2 sizes)	No	440			4400	
2	Fabricate flue gas damper blade	No	16			160	
3	Fabricate access damper doors	No	16			160	
4	Fabricate stay pipes with the protecting channel	No	600			6000	
SUB-TOTAL					R		R
GRAND TOTAL AMOUNT EXCLUDING VAT					R		R

30

THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

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THE PROVISION OF MAINTENANCE SERVICES FOR AIR AND FLUE GAS DUCTS AND METALLIC EXPANSION JOINTS AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS

1 Description of the service

1.1 Executive overview

The air and flue gas ducts erode during operation. The flue gas ducts from the flue gas hoods to the precipitator inlet ducts are subject to erosion of the walls/casings, stays/bracings, turning vanes and dampers and the associated protecting channels/angle irons, cover plates and expansion joints sleeves/covers. There is very minor erosion, if any, in the precipitator flue gas outlet ducts to smokestack. The air duct walls erode around the control air dampers especially around the hot air recirculating and secondary air dampers. Metallic expansion joints are subject to cracking and corrosion (for one on the low temperature flue gas ducts) and erosion when the sleeves are eroded. The access doors also leak (those under pressure) or allow ingress of air (those under suction).

The consequences of failure of ducts/ eroded ducts are:

- The eroded sealing surfaces of the control air dampers result in the dampers passing and duct walls result in secondary air leaks and these lead to FD fans and PA fans running out of capacity or the motors draw high currents and high motor currents or poor mill load losses incurred.
- Holes often develop on the flue gas ducts resulting in air ingress into the flue gas stream. The ID fans run out of capacity (RVC's open fully) or the ID fan motors draw high currents and positive furnace pressure or high motor currents load losses incurred.
- The eroded turning vanes fail to direct the flue gas causing high flue gas velocities at particular areas resulting in accelerated erosion in these areas.
- The eroded damper blades fail to stop flue gas flows when one draught group is out of service with the other draught group load. Although the dampers cannot be used as points of isolation, they do assist in minimizing exposure of the precipitators and ID fan impellers to high flue gas temperatures for the draught group that is out of service.
- The eroded stays/bracings fail to keep the ducts rigid and at times the eroded bracings or covers on the vertical and inclined ducts fall into the air heaters and cause them to get stuck. This results in the load losses being incurred as the affected unit will have to be shut down in order to remove the fallen bracing.

Therefore, this contract is for the provision of maintenance *Services* for the boiler air and flue gas ducts covering casings/walls, turning vanes, dampers, bracings and associated protection channels/angle iron and covers and metallic compensators and metallic expansion joints during philosophy outages (i.e. IN, IR and GO outages) at Tutuka Power Station.

The flue gas ducts start from the boiler flue gas hoods to the smokestacks and the air ducts from the FD fan suctions to the secondary air dampers and to the hot air mills for the primary air.

1.2 Employer's requirements for the service

1.2.1 Scope of Work

1.2.1.1 Plant description

The fans are connected to the boiler and the air heaters through rectangular/circular ducts and air heaters. The flue gas is extracted from the boiler furnace to the chimneys through the flue gas ducts connected to the boiler outlets. The flue gas ducts and associated dampers connect the boiler, the air heaters, electrostatic precipitators, ID fans and the chimneys. The flue gas ducts are rectangular in shape with internal bracings. The flue gas ducts have both metallic and fabric compensators before and after the air heaters respectively.

The air is sucked from the top of the boiler where the ambient temperature is the highest and delivered to the boiler furnace (secondary air) and mills (primary air) through air ducts. The air ducts and associated dampers including bypass, tempering and re-circulating air ducts connect the boiler, air heaters and mills. The air ducts are mainly circular in shape with the secondary air ring main and the ducts to individual burners being

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rectangular in shape. The air ducts have air flow metering devices (venturi's and aerofoils). The air ducts also have fabric and metallic compensators before and after the air heaters respectively.

The air and flue gas ducts fabricated from 6mm mild steel are either circular (most air ducts) or rectangular (other air ducts and flue gas ducts) in shape and have internal bracings to maintain the shape or rigidity. The air ducts see little erosion except the erosion taking place around the control damper sealing surfaces.

The flue gas ducts consisting of the vertical, inclined/slopes and horizontal steel ducts are subjected to fly ash erosion affecting the casings/walls, turning vanes, damper blades and the bracings/stays including the bracing erosion protecting covers. The most affected sections of the flue gas ducts are between the economizer outlet and the electrostatic precipitators. The flue gas ducts downstream the precipitators see very little.

The flue gas ducts broadly consist of:

- 1) Vertical flue gas ducts including the air heater flue gas inlet duct (slope)
- 2) Horizontal flue gas ducts from air heaters to ID fan inlet reducing to 2 ducts and then 1 into the smokestack

The air ducts consist of:

- 1) FD fan suction
- 2) Air heater secondary air inlet and outlet ducts
- 3) Secondary air common duct (ring main)
- 4) Secondary air ducts to PF burners including dampers and aerofoils
- 5) Core air ducts to oil burners including dampers tapping off from secondary air ducts
- 6) Hot air re-circulating ducts tapping off from air heater secondary air outlet ducts to the FD fan suction
- 7) Air heater bypass ducts tapping off from the air heater secondary air inlet ducts to the secondary air outlet ducts
- 8) PA fan suction ducts
- 9) Air heater primary air inlet and outlet ducts
- 10) Tempering air ducts

1.2.1.2 Philosophy

The type of repair/maintenance on the air and flue gas ducts during IR and GO outages will be the same only differ in the areas covered. The difference is due to the duration of the two (2) outages. The scope of work during IN outage will be as and when required for specific areas. All the ducts are included even those that are not subject to erosion as per appendix B. The areas covered during the IR and GO outages include the following:

1.2.1.2.1 Interim Repair (IR) outage

The areas covered during IR outage:

- 1) From and including air heater flue gas inlet ducts (slopes) to the smokestack excluding the ID fans from the inlet ducts expansion joints to the discharge duct expansion joint. The following areas of the flue gas ducts are included:
 - i) LH and RH air heater flue gas inlet ducts (slopes)
 - ii) LH and RH air heater transition ducts on bottom and top of air heater stators
 - iii) LH and RH air heater LH and RH flue gas outlet ducts
 - iv) LH and RH precipitator LH and RH flue gas inlet ducts
 - v) LH and RH precipitator LH and RH flue gas outlet ducts
 - vi) LH and RH ID fan LH and RH inlet ducts
 - vii) LH and RH ID fan outlet ducts to common duct to the smokestack
- 2) From the FD fan suction to the secondary air dampers excluding the FD fans from inlet ducts expansion joints to discharge duct expansion joint and air heater air hoods from bottom secondary air (SA) collar seals to the top secondary air collar seals. The following areas of the FD fan and SA ducts are included:

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- i) LH and RH FD fan suction ducts
 - ii) LH and RH FD fan discharge ducts
 - iii) LH and RH air heater SA inlet ducts
 - iv) LH and RH air heater SA outlet ducts
 - v) SA to PF burners including aerofoils and core air ducts
 - vi) SA ring main
 - vii) LH and RH SA bypass
 - viii) LH and RH hot air recirculating ducts and dampers
- 3) From Primary Air fan suction take off to the hot air to mill PA dampers excluding the PA fan from the inlet duct expansion joint to discharge duct expansion joint. The following areas of the PA ducts are included:
- i) LH and RH PA fan suction ducts
 - ii) LH and RH air heater PA inlet ducts
 - iii) LH and RH air heater PA outlet ducts
 - iv) LH and RH tempering air ducts and dampers

1.2.1.2.2 General overall (GO) outage

The areas covered during GO outage include:

- 1) From flue gas hoods to the smokestack excluding the ID fans from the inlet ducts expansion joints to the discharge duct expansion joint. The following areas of the flue gas ducts are included:
 - i) LH and RH flue gas hoods
 - ii) LH and RH vertical flue gas ducts
 - iii) LH and RH air heater flue gas inlet ducts (slopes)
 - iv) LH and RH air heater transition ducts on bottom and top of air heater stators
 - v) LH and RH air heater LH and RH flue gas outlet ducts
 - vi) LH and RH precipitator LH and RH flue gas inlet ducts
 - vii) LH and RH precipitator LH and RH flue gas outlet ducts
 - viii) LH and RH ID fan LH and RH inlet ducts
 - ix) LH and RH ID fan outlet ducts to common duct to the smokestack
- 2) From the FD fan suction to the secondary air dampers excluding the FD fans from inlet ducts expansion joints to discharge duct expansion joint and air heater air hoods from bottom secondary air (SA) collar seals to the top secondary air collar seals. The following areas of the FD fan and SA ducts are included:
 - i) LH and RH FD fan suction ducts
 - ii) LH and RH FD fan discharge ducts
 - iii) LH and RH air heater SA inlet ducts
 - iv) LH and RH air heater SA outlet ducts
 - v) SA to PF burners including aerofoils and core air ducts
 - vi) SA ring main
 - vii) LH and RH SA bypass
 - viii) LH and RH hot air recirculating ducts and dampers
- 3) From Primary Air fan suction take off to the hot air to mill PA dampers excluding the PA fan from the inlet duct expansion joint to discharge duct expansion joint. The following areas of the PA ducts are included:
 - i) LH and RH PA fan suction ducts
 - ii) LH and RH air heater PA inlet ducts
 - iii) LH and RH air heater PA outlet ducts
 - iv) LH and RH tempering air ducts and dampers

The welding around secondary air and core air dampers are excluded in this scope of work as this covered under the PF burners scope of work.

1.2.2 Scope of work during IN, IR & GO outages

The repair/maintenance of the air and flue gas ducts during IR and GO outage is similar but differ in the number of areas covered as outlined in paragraph 3.2. The maintenance of ducts is mainly cutting, weld

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preparations and welding. The scope of work including the approximate sizes will be determined by inspection and will entail:

- 1) Opening and closing of access doors for inspection/repairs and after inspection/repairs respectively.
- 2) Removing the bottom 3 turning vanes on the first set of turning vanes on each of the air heater flue gas outlet ducts to give access for erection of scaffolding.
- 3) Window patching of eroded duct walls, big turning vanes and baffle plates (cutting, weld preparations, installation and welding). The different sizes/dimensions of the patches are suggested in appendix A.
- 4) Weld build-up of some grooved areas of duct walls especially at the ends of the cover plates (cleaning/grinding and welding).
- 5) Repair of air heater flue gas outlet damper blades, damper blades bottom support structures and pillars (cutting, weld preparations, installation and welding).
- 6) Replace the flue gas damper blade bottom guide stub shaft (cutting, weld preparations, installation and welding).
- 7) Install sleeves to protect the flue gas damper blade shaft between the damper blade and the wall and between the damper blade and the bottom support structure (cutting, weld preparations, installation and welding).
- 8) Fabrication of a new damper blade for the air heater flue gas outlet ducts. The condition of some of the flue gas damper blades will be such that fabrication of new doors will be cost effective than repairs.
- 9) Replacement of small turning vanes and repair of big turning vanes (cutting, bending of new turning vanes, weld preparations, installation and welding). The bottom half of the first turning vanes should be replaced and the replacement of the other half will be dependent on the condition during inspection.
- 10) Close the troughs outside the flue gas ducts above the turning vanes on the precipitator flue gas inlet ducts (cutting, weld preparations, installation and welding).
- 11) Repair of deflector/baffle plates in the precipitator inlet slopes (cutting, weld preparations, installation and welding).
- 12) Replacement of eroded stays or repair by installation of inserts including protecting channels/angle irons/flat bars (cutting from the gussets for complete replacement, weld preparations, installation and welding).
- 13) Replace of eroded stay protecting channels/angle irons/flat bars or repair by installation of inserts (cutting, weld preparations, installation and welding).
- 14) Fabricate stay pipes including the protecting channels (cutting, weld preparations, installation and welding).
- 15) Replacement of the gussets which includes the replacement of the stays and stay protecting channels (cutting, weld preparations, installation and welding).
- 16) Replacement of cover plates that protect the gussets (cutting, weld preparations, installation and welding).
- 17) Opening of the bottom part of the expansion joints sleeves or cover plates on the flue gas hood, air heater flue gas inlet ducts (slopes) and ID fan discharge ducts to smokestack for inspection (cutting, bending of cover plates where necessary, weld preparations, installation and welding).
- 18) Cleaning of the ash in the bottom part of the convolutions of the flue gas hoods, air heater flue gas inlet ducts (slopes) and ID fan discharge ducts to smokestack.
- 19) Repair of expansion joints by installation of inserts (cutting, weld preparations, installation and welding).
- 20) Repair of the expansion joint sleeve/cover by installation of inserts (cutting, bending of cover plates where necessary, weld preparations, installation and welding).
- 21) Replace and/or repair the oxygen probe support channel including the saddles (cutting, weld preparations, installation and welding).
- 22) Repair of access doors (cutting, weld preparations, installation and welding).
- 23) Replacement of access door seals
- 24) Fabricate new access doors as and when required.
- 25) Replacement of dog brackets on the expansion joints sleeves/covers (cutting, weld preparations, installation and welding).
- 26) Replace eroded cat ladder rungs and the protecting plates (cutting, bending of round bar, weld preparations, installation and welding).

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1.2.3 Estimated Quantities

Number	Activity Description	Estimated Quantity	Cost/Item	Total Cost
Vertical Flue Gas Ducts				
1	Open and close access doors (with locking mechanism – 52m level)	2		
2	Open and close access doors (bolted) 57m & 76m levels	4		
3	Cut out and weld windows for access	4		
4	Window patch 2 400mm x 1 200mm	24		
5	Window patch 2 400mm x 600mm	24		
6	Window patch 2 400mm x 300mm	18		
7	Window patch 1 200mm x 1 200mm	48		
8	Window patch 1 200mm x 600mm	120		
9	Window patch 1 200mm x 300mm	80		
10	Window patch 600mm x 600mm	100		
11	Window patch 600mm x 300mm	120		
12	Window patch 600mm x 150mm	20		
13	Window patch 300mm x 300mm	160		
14	Window patch 300mm x 150mm	20		
15	Window patch 150mm x 150mm	28		
16	Weld build-up 40mm x 80mm	28		
17	Replace protecting channel	210		
18	Replace protecting channel insert	60		
19	Replace stay pipe	210		
20	Replace stay pipe insert	80		
21	Replace gusset/ connecting bracket	120		
22	Replace cover or protecting plates	360		
23	Open & re-weld expansion joint sleeve (bottom & about 1m on sides) about 2.5m inserts (44 off)	44 inserts		
24	Replace expansion joint sleeve insert per 2.5m (24 x 2.5m inserts)	24 inserts		
25	Clean ash accumulated in expansion joint convolutions bottom section (8 exp/joints)	8		
26	Repair metallic expansion joint by installing insert (2 convolutions) per 2.5m inserts	12 inserts		
27	Repair metallic expansion joint by installing insert (3 convolutions) per 2.5m inserts	16 inserts		
28	Repair metallic expansion joint by installing insert (4 convolutions) per 2.5m inserts	32 inserts		
29	Replace dog brackets	80		
30	Re-weld 3000mm x 40mm	8		
31	Re-weld 4300mm x 20mm	8		

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32	Re-weld 1400mm x 40mm	16		
33	Re-weld 600mm x 40mm	20		
34	Re-weld 400mm x 20mm	14		
35	Re-weld 300mm x 20mm	10		
36	Replace access door seals	6		
Horizontal Flue Gas Ducts (Air heater outlet to ID fan discharge ducts)				
1	Open and close access doors (with locking mechanism)	14		
2	Cut out and weld windows for access	4		
3	Window patch 2 400mm x 1 200mm	84		
4	Window patch 2 400mm x 600mm	48		
5	Window patch 2 400mm x 300mm	24		
6	Window patch 1 200mm x 1 200mm	72		
7	Window patch 1 200mm x 600mm	48		
8	Window patch 1 200mm x 300mm	24		
9	Window patch 600mm x 600mm	48		
10	Window patch 600mm x 300mm	100		
11	Window patch 600mm x 150mm	10		
12	Window patch 300mm x 300mm	120		
13	Window patch 300mm x 150mm	16		
14	Window patch 150mm x 150mm	12		
15	Weld build-up 40mm x 80mm	16		
16	Replace protecting channel	220		
17	Replace protecting channel insert	30		
18	Replace stay pipe	244		
19	Replace stay pipe insert	30		
20	Replace gussets/ connecting brackets	80		
21	Replace cover or protecting plates	150		
22	Open & re-weld expansion joint sleeve (bottom & about 1m on sides) 2.5m inserts	10 inserts		
23	Clean ash accumulated in expansion joint convolutions bottom section (3 exp/joints)	3		
24	Repair metallic expansion joint by installing insert (2 convolutions) per 2.5m inserts	20 inserts		
25	Repair metallic expansion joint by installing insert (3 convolutions) per 2.5m inserts	10 inserts		
26	Replace dog brackets	20		
28	Replace turning vanes (2 sizes)	448		
29	Repair flue gas damper blades	16		
30	Repair flue gas damper pillars	12		
31	Repair the flue gas damper blade bottom support structure	4		

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32	Replace the flue gas damper blade bottom guide stub shaft	16		
33	Replace the flue gas damper blade top shaft	16		
34	Install protecting sleeve damper blade shaft	32		
35	Repair the cat ladder rungs (per rung)	32		
36	Replace/ patch the cat ladder rungs protecting plate	4		
37	Replace access door seals	13		
Air Ducts				
1	Open inspection doors	20		
2	Window patch 600mm x 300mm	8		
3	Window patch 600mm x 150mm	8		
4	Window patch 300mm x 300mm	12		
5	Window patch 300mm x 150mm	6		
6	Window patch 150mm x 150mm	6		
7	Replace access door seals	20		
8	Cut and re-weld windows (3 off x 150mm x 150mm per SA duct per aerofoil) for cleaning	24 ducts		
Fabrications				
1	Fabricate turning vanes (2 sizes)	440		
2	Fabricate flue gas damper blade	16		
3	Fabricate access damper doors	16		
4	Fabricate stay pipes with the protecting channel	600		

1.2.4 Air & Flue Gas Ducts

No.	Description	Functional Location (AKZ No.)	Access Doors to be Opened & Closed
1	LH flue gas hood	NR12G001	✓
2	LH vertical flue gas duct	NR12G001	✓
3	LH air heater flue gas inlet duct (Slope)	NR12G001	
4	LH air heater transition ducts top	NR12G001	
5	RH flue gas hood	NR22G001	✓
6	RH vertical flue gas duct	NR22G001	✓
7	RH air heater flue gas inlet duct (Slope)	NR22G001	
8	RH air heater transition ducts top	NR22G001	
9	LH air heater transition ducts bottom	NR14/15G001	
10	RH air heater transition ducts bottom	NR24/25G001	
11	LH air heater LH flue gas outlet duct & turning vanes	NR14G001	✓

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12	LH air heater RH flue gas outlet duct & turning vanes	NR15G001	✓
13	RH air heater LH flue gas outlet duct & turning vanes	NR24G001	✓
14	RH air heater RH flue gas outlet duct & turning vanes	NR25G001	✓
15	LH precipitator LH flue gas inlet duct & turning vanes	NR14G001	
16	LH precipitator RH flue gas inlet duct & turning vanes	NR15G001	
17	RH precipitator LH flue gas inlet duct & turning vanes	NR24G001	
18	RH precipitator RH flue gas inlet duct & turning vanes	NR25G001	
19	LH precipitator LH flue gas outlet duct	NR14G002	✓
20	LH precipitator RH flue gas outlet duct	NR15G002	✓
21	RH precipitator LH flue gas outlet duct	NR24G002	✓
22	RH precipitator RH flue gas outlet duct	NR25G002	✓
23	LH ID fan LH flue gas inlet duct	NR14G002	
24	LH ID fan RH flue gas inlet duct	NR15G002	
25	RH ID fan LH flue gas inlet duct	NR24G002	
26	RH ID fan RH flue gas inlet duct	NR25G002	
27	LH ID fan discharge to smokestack flue gas duct	NR16G002	✓
28	RH ID fan discharge to smokestack flue gas duct	NR26G002	✓
29	LH FD fan suction duct	NG11G001	
30	RH FD fan suction duct	NG21G001	
31	LH FD fan discharge duct	NG12G001	
32	RH FD fan discharge duct	NG22G001	
33	LH air heater SA inlet duct	NG12G001	✓
34	RH air heater SA inlet duct	NG22G001	✓
35	LH air heater SA outlet duct	NG12G001	
36	RH air heater SA outlet duct	NG22G001	
37	SA ring main	NG13/23G001	✓
38	SA to A1 PF burner duct		
39	SA to A2 PF burner duct		
40	SA to A3 PF burner duct		
41	SA to A4 PF burner duct		
42	SA to B1 PF burner duct		
43	SA to B2 PF burner duct		
44	SA to B3 PF burner duct		
45	SA to B3 PF burner duct		
46	SA to C1 PF burner duct		
47	SA to C2 PF burner duct		

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48	SA to C3 PF burner duct		
49	SA to C4 PF burner duct		
50	SA to D1 PF burner duct		
51	SA to D2 PF burner duct		
52	SA to D3 PF burner duct		
53	SA to D4 PF burner duct		
54	SA to E1 PF burner duct		
55	SA to E2 PF burner duct		
56	SA to E3 PF burner duct		
57	SA to E4 PF burner duct		
58	SA to F1 PF burner duct		
59	SA to F2 PF burner duct		
60	SA to F3 PF burner duct		
61	SA to F4 PF burner duct		
62	CA to A1 PF burner duct		
63	CA to A2 PF burner duct		
64	CA to A3 PF burner duct		
65	CA to A4 PF burner duct		
66	CA to B1 PF burner duct		
67	CA to B2 PF burner duct		
68	CA to B3 PF burner duct		
69	CA to B3 PF burner duct		
70	CA to C1 PF burner duct		
71	CA to C2 PF burner duct		
72	CA to C3 PF burner duct		
73	CA to C4 PF burner duct		
74	CA to D1 PF burner duct		
75	CA to D2 PF burner duct		
76	CA to D3 PF burner duct		
77	CA to D4 PF burner duct		
78	CA to E1 PF burner duct		
79	CA to E2 PF burner duct		
80	CA to E3 PF burner duct		
81	CA to E4 PF burner duct		
82	CA to F1 PF burner duct		
83	CA to F2 PF burner duct		
84	CA to F3 PF burner duct		
85	CA to F4 PF burner duct		

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86	LH air heater bypass duct	NG14G001	✓
87	RH air heater bypass duct	NG24G001	✓
88	LH hot air recirculating duct	NG15G001	✓
89	RH hot air recirculating duct	NG25G001	✓
90	LH PA fan suction duct	NG31G001	
91	RH PA fan suction duct	NG41G001	
92	LH PA fan discharge duct	NG32G001	
93	RH PA fan discharge duct	NG42G001	
94	LH air heater PA inlet duct	NG32G001	✓
95	RH air heater PA inlet duct	NG42G001	✓
96	LH air heater PA outlet duct	NG33G001	✓
97	RH air heater PA outlet duct	NG43G001	✓
98	LH PA tempering air duct	NG34G001	✓
99	RH PA tempering air duct	NG44G001	✓
100	PA interconnector duct	NG53G001	
101	PA tempering air interconnector duct	NG54G001	

1.2.5 Brief Method Statement

The scope of work/repair instruction shall be issued to repair partner based on inspection reports by inspection partner (initial scope of work) and this includes the scope of work identified during repairs. The repairs shall entail:

- 1) Cutting out of erosion/corrosion damaged areas as per recommendation from inspection reports and repair instructions.
- 2) Preparation for welding (grinding) of inserts and areas to which the components/inserts will be welded to 30°
- 3) Fit and tack weld the components/inserts into position and notify the inspector to check the fit up as per QCP's/ITP's.
- 4) Weld the components/inserts according to approved welding procedures as per QCP's.
- 5) Clean the new welds for NDT and inform the inspector of the welds to be tested

1.2.5.1 Welding

1.2.5.1.1 Welding Requirements

- 1) Company must be at least accredited to SANS 3834 Part 3.
- 2) All welding to be done according to the Standard for Welding Requirements on Eskom Plants, 240-56241933
- 3) All welding should be done according to approved EN BS ISO welding procedures. Submit welding procedures for approval by Eskom and the Third-Party Inspection Authority before starting with any welding.
- 4) All welders and welding supervisors should be ISO and/or IIW qualified. Submit welders and welding supervisor's CV's and qualifications for approval by Eskom and the Third-Party Inspection Authority before starting with any welding.
- 5) All welding to be done as per approved Inspection and test plans (ITP's).
- 6) A data book must be delivered to Eskom on completion of the project and should as a minimum contain the following:
 - i) Approved scope of work
 - ii) Approved repair instructions/recommendations
 - iii) Approved and signed off QCP's

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- iv) Welding procedures and welder qualification records
- v) Material & electrodes certificates
- vi) Updated drawing can be used as weld map.
- vii) NDT reports
- viii) Final release certificate/certificate of completion (COC)
- ix) Any information deemed relevant

1.2.6 Quality Requirements

- 1) The *Contractor* to submit the ITP's/QCP's before any work may commence.
- 2) All inspection and test plans (ITP's) / quality control plans (QCP's) to be approved by Eskom, Third Party Inspection Authority and
- 3) All work to be done according to an approved ITP's/QCP's. All hold points and witness points to be adhered to.
- 4) All new materials supplied by the *Contractor* to be delivered with material certificates

1.2.7 Non-Destructive Test (NDT)

- 1) Eskom shall be responsible for all NDT.
- 2) The inspection and NDT will be carried out by Eskom partner
- 3) The *Contractor* responsible for the repairs of the ducts shall request for all NDT as per the approved ITP at least 24 hours in advance in writing to Eskom.
- 4) Daily requests will be discussed at the daily feedback meeting and NDT requests should be handed over to Eskom in writing.

1.2.8 General

1.2.8.1 Materials

- 1) The material (plates of different sizes, channels, angle irons, flat bars) will supplied free of charge for this scope of work.
- 2) In an effort not to waste materials (plates), the following standard sizes of 6mm plate that can cut using a guillotine will be used unless it is not possible to use the standard sizes as given in appendix A.

1.2.9 Scaffolding

- 1) Eskom will provide all scaffolding requirements.
- 2) The scaffolding requirements must be provided two weeks prior to the outage to the Contract Manager.
- 3) Daily requirements will be discussed at the daily feedback meeting and scaffolding requirements should be handed over to Eskom in writing.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
COC	Certificate of Completion
FD	Forced Draught
GO	General Overhaul
ID	Induced Draught
IN	Inspection
IR	Interim Repairs
ITP	Inspection and Test Plan

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NDT	Non-Destructive Test
PA	Primary Air
QCP	Quality Control Plan
RVC's	Radial Vane Control
SA	Secondary Air

2 Management strategy and start up.

2.1 The Contractor's plan for the service

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

The plan includes:

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

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off Meeting	Once off	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Scope Clarification Meeting	As and when required (Outage Planning Phase)	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Outage Meeting	Daily during outages	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Technical Meeting	Daily	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Safety Meeting	Monthly	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
Compensation events	As and when required	Tutuka Power Station	<i>Employer and Contractor</i>

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Risk register and Overall contract progress and feedback	Monthly	Tutuka Power Station	<i>Employer, Contractor and Supervisor</i>
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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 *Contractor* by the person convening the meeting within five days of the meeting.

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

2.3 Contractor's management, supervision and key people

- The *Contractor* submits an organogram showing key people, their roles, responsibilities, and lines of authority and communication. The *Contractor* notifies the *Contractor* of any proposed change to key people.

Contractor's management, supervision and key people

The *Contractor* provides the following resources to provide the Service in accordance with the Contract.

- Artisans (Fitter, Boilermaker, and Welder) must hold a Red Seal qualification with a minimum of three (3) years' relevant experience.
- Artisans Welder (B Class) must hold a Red Seal qualification with a minimum of three (3) years' relevant experience.
- Site Manager must hold a National Diploma Mechanical Engineering, with a minimum of five (5) years' relevant Management experience.
- Supervisors must hold a supervisor certificate, Artisans (Fitter, Boilermaker and welder), with a minimum of (5) years' relevant Supervisory experience
- Semi-skilled employees must have a minimum of Grade 12 certificate and Semi-skilled certificate plus and a minimum of two (2) years' relevant experience.
- Safety Officers must hold a National Diploma in Safety Management, be registered with the SACPCMP, and have a minimum of three (3) years' relevant experience.
- Planners must have a minimum of N3 Mechanical + Primavera, and a minimum of three (3) years' relevant experience.
- All *Contractor* staff must be trained and competent to work at heights, HIRA, with proof of training certificates submitted to the *Contractor*.
- All *Contractor* staff must be trained and competent to work in confined spaces, with proof of training certificates submitted to the *Contractor*.
- Welding QC Level 1 Inspector (SAIW) and have a minimum of two (2) years' relevant experience.

2.4 Provision of bonds and guarantees

- Not applicable for this contract

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2.5 Documentation control

- The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Contractor* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Contractor* at the end of the contract. Files are to be neatly labelled and indexed.
- Any required service will be communicated to the *Contractor* via a Task Order.
- The *Employer* will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.
- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply, and other communication required by this contract shall be communicated in a form that can be read, copied, and recorded.
- All written communication shall be in the language of this contract.
- All communications must be printed and filed in the *Contractor's* file.
- All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Contractor*.
- Monthly and weekly reports shall be discussed, compiled, and submitted to the Eskom Supervisor and *Contractor* (to be appointed by the *Employer*).
- Inspection and test documents shall be shared with the *Employer* for the completion of hold and witness points prior to the arrival of the rotor at the Workshop.
- Monthly and weekly reports to be discussed, compiled and handed in to the *Employer's* Supervisor and *Contractor* (to be announced by the *Employer*).

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Contractor* 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 *Contractor's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Contractor*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase order number

Procedures for invoice submission and payment (i.e. electronic payment instructions)

- A service/goods assessment must be completed and signed by both parties, preferably not later than the 10th of each month.
- Thereafter, an invoice reflecting the Contract number, Purchase Order (PO) number, preferably together with the GR/SE (Goods receipt/service entry) number, should be emailed (as above) to Eskom shared Services by the 15th of each month. The detailed invoice breakdown should reflect the base values (at original contract rates) and a separate column reflecting CPA portion (where CPA arises).
- A signed CPA verification report must be attached with the invoice (where CPA applies).
- It would also suffice to invoice the CPA portion separately i.e., separate into 2 invoices (base contract amount, and CPA portion amount). The CPA invoice must also include the same PO & GR/SE number.

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2.7 Contract change management

- Where the *Contractor* undertakes Name Changes, Mergers, Acquisitions, or Cessions, the *Employer's* procedures must be followed (Eskom Procurement and Supply Management).
- The *Contractor* shall not cede, delegate, or assign any of its rights or obligations to any third party without the prior written consent of the *Employer*.
- Changes to the Service Information shall be managed in accordance with the contractual procedures.
- Any decision made by the *Employer* or its representatives can be changed or revised only through formal communication in accordance with the contract.

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

- The *Contractor* shall keep full, accurate, and auditable records of all Defined Costs, in accordance with the contract. These records must be detailed enough to verify costs and support assessments.
- The *Employer* has the right to inspect, audit, and verify these records at reasonable times with prior notice. The records are important for controlling costs, checking compensation events, and managing the project.
- If the *Contractor* does not keep proper records or refuses access, it could delay payments or lead to other corrective actions.

2.9 Insurance provided by the *Employer*

- As per Clause Z12.2

2.10 Training workshops and technology transfer

- No training workshops or technology transfer activities are required or included in the scope of *Services*.

2.11 Design and supply of Equipment

- For any modification, the *Employer's* modification process must be followed.
- The *Contractor* to provide all tools and equipment necessary to perform the required service
- The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.
- All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Contractor* when entering site.
- All lost equipment and tools to be declared to the *Contractor* and full details of incident.
- All test equipment must be calibrated regularly, and certificates must be handed to the *Contractor*

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

2.12.1 Equipment

- None

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- On Completion of contract the *Contractors* safety file will be hand over to the *Contractor* and will be saved for 5 Years after completion / termination of the contract.

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- *Contractor* is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and the specifications 2.5.2 (iv) and 3.10 *Contractor* will not be allowed on site if his letter of good standing is not valid.
- As per clause 70.2 to provide other things as stated in the Service Information.
- The *Contractors* Health and safety file is to be submitted for approval to the *Employer's* Safety Officer before contract commencement and must be kept up to date at all times.
- All PMs to be signed and handed back to the *Contractor* on a daily basis.

2.13 Management of work done by Task Order

- a) Task Orders / Purchase Orders serve as the official instructions to commence work.
- b) No work shall begin until a Task Order / Purchase Order has been issued, finalized, accepted, and signed by both the *Employer* and the *Contractor*.
- c) The Work Order, Purchase Requisition, Task Order, and Purchase Order will be generated and processed via the SAP PM system.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the SHE Specification 14RISK SRM-084.

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

SHEQ Policy

Eskom SHEQ Policy

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

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

Contractor SHEQ Policy

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

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

SHE PLAN REQUIREMENTS: -

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

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- c) The SHE plans must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses / changes.

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

3.1.1 Health and Safety Arrangements

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

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

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

Health and safety

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

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

Site Regulations and Procedures

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

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

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

Vehicle and driver safety

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

Speed Limit

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

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Transportation of passengers: open LDV's:

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

The *Employer's* Life Saving Rules:

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

- a) Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

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

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

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

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

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

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

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

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

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

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

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

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

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3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.

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

3.1.3 Fire Precautions

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

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

Firefighting equipment must remain accessible at all times.

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

3.1.4 Security, fire protection and safety

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

3.1.5 Fire protection

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

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

3.1.6 Safety and incident prevention

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

Incident Management Procedure to be adhered to – 32-95

3.1.7 Reporting of accidents

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

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

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

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

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

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

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

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

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

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

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

3.1.10 Safety Regulations of the *Employer*

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

3.1.11 Barricading / Screens and Scaffolding:

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

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

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

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

3.2 Environmental constraints and management

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

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

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

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

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

3.3 Quality assurance requirements

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

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

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

Information in the quality plan

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

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

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- (a) The *Contractor* shall submit the names, positions, and roles of all relevant personnel to the *Contractor*.
- (b) Only trained, skilled, and suitably qualified personnel who are competent to perform the required work shall be deployed on site.
- (c) All new staff appointments shall be made in writing.
- (d) All new staff shall undergo the required induction training prior to commencing work.
- (e) Any replacement of personnel shall be on a like-for-like basis in the same discipline (e.g. an Artisan replaced by an Artisan), supported by proof of qualifications and a curriculum vitae.
- (f) Where one or more of the *Contractor's* personnel are required to leave site for reasons other than sick leave or annual leave, such personnel shall be replaced immediately with personnel of equivalent skill level, qualifications, and experience.
- (g) All new staff shall be approved by the *Contractor* prior to entering site or commencing work.
- (h) For all new staff members, the *Contractor* shall submit copies of their qualifications and all relevant supporting documentation to the *Contractor* for verification.
- (i) Where personnel changes occur, a new Access to Work form shall be completed by the *Contractor*.
- (j) Only the approved and specified number of personnel shall be permitted on site at any time, subject to prior arrangement with the *Contractor*

4.1.1.1 Minimum Qualification requirements for people employed by the *Contractor*.

- Artisans (Fitter, Boilermaker, and Welder) must hold a Red Seal qualification with a minimum of three (3) years' relevant experience.
- Artisans Welder (B Class) must hold a Red Seal qualification with a minimum of three (3) years' relevant experience.
- Site Manager must hold a National Diploma Mechanical Engineering, with a minimum of five (5) years' relevant Management experience.
- Supervisors must hold a supervisor certificate, Artisans (Fitter, Boilermaker and welder), with a minimum of (5) years' relevant Supervisory experience
- Semi-skilled employees must have a minimum of Grade 12 certificate and Semi-skilled certificate plus and a minimum of two (2) years' relevant experience.

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- Safety Officers must hold a National Diploma in Safety Management, be registered with the SACPCMP, and have a minimum of three (3) years' relevant experience.
- Planners must have a minimum of N3 Mechanical + Primavera, and a minimum of three (3) years' relevant experience.
- All *Contractor* staff must be trained and competent to work at heights, HIRA, with proof of training certificates submitted to the *Contractor*.
- All *Contractor* staff must be trained and competent to work in confined spaces, with proof of training certificates submitted to the *Contractor*.
- Welding QC Level 1 Inspector (SAIW) and have a minimum of two (2) years' relevant experience.

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 of the Contract Data

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

Procurement requirements

PPPFA STRATEGY

Price
BBBEE Status
Designated commodity (Yes/No)

90%
10%

4.2 Subcontracting

4.2.1 Preferred subContractors

- No preferred subContractors are identified for this contract.
- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall not subcontract any part of the service without the prior acceptance of the *Contractor*. Any proposed subcontracting shall be submitted to the *Contractor* for approval, and such approval shall not relieve the *Contractor* of any of its obligations under the Contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall submit full details of any proposed subContractor to the *Contractor* for acceptance prior to the award of any subcontract.

The submission shall include, as a minimum:

- The scope of work to be subcontracted.
- The proposed subContractor's company profile.
- Proof of relevant experience and technical competence.
- Copies of applicable registrations, certifications, and statutory compliance documents.
- B-BBEE status level certificate or sworn affidavit, where applicable; and
- Any other information reasonably required by the *Contractor* to assess suitability.
- The *Contractor* shall carry out a fair and transparent assessment of subcontract tenders and shall demonstrate, upon request, that subContractors have been selected based on competence, capability, compliance, and value for money.
- Acceptance by the *Contractor* of any subContractor shall not relieve the *Contractor* of any responsibility or liability under the Contract.

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4.2.3 Limitations on subcontracting

- The *Contractor* shall remain fully responsible for the provision of the service and for the performance of any sub*Contractor* in accordance with Clause 26.3 of the NEC3 Term Service Contract.
- Subcontracting shall be subject to the following limitations:
 - No subcontracting shall be undertaken without the prior acceptance of the *Contractor*.
 - The *Contractor* shall not subcontract the whole of the service.
 - Subcontracting shall not compromise safety, quality, programme, or contractual obligations.
 - The *Contractor* shall ensure that all sub*Contractors* comply with the conditions of the Contract, including Health and Safety, environmental, and site-specific requirements; and
 - Any subcontracting undertaken without acceptance by the *Contractor* may be treated as a breach of contract and may result in associated costs being treated as Disallowed Cost in terms of Clause 11.2(6).

4.2.4 Attendance on subContractors

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the *Contractor* shall provide all necessary management, supervision, coordination, and attendance on sub*Contractors* to ensure that the service is provided in full compliance with the Contract.
- Attendance on sub*Contractors* shall include, but not be limited to:
 - Overall management, direction, and supervision of sub*Contractors*' activities.
 - Coordination of sub*Contractors* with the *Contractor*'s own personnel and other *Contractors* on site.
 - Provision of site access arrangements, inductions, and supervision.
 - Monitoring of performance, quality, safety, and compliance with the Contract; and
 - Ensuring that sub*Contractors* comply with all Health and Safety, environmental, and site-specific requirements.
- The *Contractor* shall be fully responsible for the acts, omissions, and performance of its sub*Contractors*. Any costs associated with attendance on sub*Contractors* shall be deemed to be included in the Prices and no additional payment shall be made unless expressly provided for under the Contract.

4.3 Plant and Materials

4.3.1 Specifications

- A task-specific risk assessment shall be completed and approved prior to the execution of any maintenance or repair activities.
- No repair or maintenance work shall commence until the relevant Quality Control Plan (QCP) has been reviewed and approved by the *Employer*.
- The *Contractor* shall attend all hold points and witness points and shall ensure that all intervention points are witnessed in accordance with the approved QCP for each activity.
- The *Contractor* shall be responsible for the transportation, handling, protection, and safekeeping of all plant, equipment, and materials required to provide the service.
- Plant, equipment, materials, and spares provided under this Contract shall be used exclusively for the purposes of this Contract and shall not be used for private purposes or at any other Eskom sites.
- All work and quality control activities shall be carried out in accordance with the *Employer*'s applicable standards, procedures, site regulations, and all relevant statutory requirements.
- All inspection records, check sheets, and quality documentation shall be completed, updated, signed, and submitted to the *Employer*'s Supervisor as objective evidence of compliance with the approved QCP.
- All repairs shall be inspected and accepted by a person delegated by the *Employer* prior to being deemed complete.

4.3.2 Correction of defects

- The *Contractor* shall correct all Defects in accordance with Clause 42 of the NEC3 Term Service Contract.

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- Defects identified by the *Contractor*, the *Employer*, or the *Employer's* delegated representative shall be corrected promptly and within the timescale instructed by the *Contractor*, at no additional cost to the *Employer* where the Defect arises from the *Contractor's* failure to comply with the Contract.
- The *Contractor* shall give access and all necessary assistance to enable inspection, testing, and verification of the corrected Defect. A Defect shall not be regarded as corrected until it has been inspected and accepted by the *Contractor* or the *Employer's* delegated representative.
- If the *Contractor* fails to correct a Defect within the instructed time, the *Employer* may take action in accordance with Clause 42.3, and any associated costs may be recovered from the *Contractor* and treated as Disallowed Cost where applicable.
- All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or unit shutdowns.
- All defected spares to be replaced with the permission of the *Contractor* / *Employer's* Supervisor.
- All rework to be attended to within 24 hours and / or as soon as practical possible and will be against the *Contractors* costs

4.3.3 *Contractor's* procurement of Plant and Materials

- The procurement of spares, equipment, or materials required for the service that are to be supplied by the *Employer* shall be undertaken in accordance with the *Employer's* procurement procedures.
- The *Contractor* shall provide, at its own cost, all consumables necessary for the provision of the service, unless otherwise stated in the Contract.

4.3.4 Tests and inspections before delivery

- All plant, spares, and materials shall be inspected and quality-checked prior to installation in the plant to confirm compliance with the Contract and the approved Quality Control Plan (QCP).
- All spares removed from the plant and returned to the *Employer's* premises shall be formally declared at the main entrance, and a valid removal permit for such spares shall be presented to the *Employer's* Protective Services personnel.
- The *Contractor* shall attend all hold points and witness points and shall ensure that all intervention points are witnessed in accordance with the approved QCP for each activity.

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

- The *Employer* shall issue plant-related spares and materials on a free-issue basis, as agreed and instructed by the *Contractor*.
- The *Contractor* shall be responsible for collecting all required spares and materials from the *Employer's* stores and transporting them to the plant for use in providing the service.
- All faulty or returned rotatable items shall be returned to the *Employer's* stores together with the required documentation, in accordance with the *Employer's* procedures.
- Any spares or materials removed from or returned to the Tutuka Power Station premises shall be formally declared at the main entrance, and a valid removal permit shall be presented to the *Employer's* Protective Services personnel.

4.3.6 Cataloguing requirements by the *Contractor*

- Not applicable.

5 Working on the Affected Property

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed from site without cancelling the contract if, in the *Employer's* opinion, such action is warranted.
- The *Employer* reserves the right to request disciplinary or corrective action from the *Contractor* if and when required.

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- The *Employer* reserves the right to have any of the *Contractor's* personnel removed from site without compensation in the event of contravention of the OHS Act, or any *Employer* Rules, Regulations, or Procedures.
- The *Employer* reserves the right to terminate the contract if three (3) non-conformances or Performance Improvement Reports (PIR/NCR) are raised against the *Contractor*.
- The *Contractor* must submit the Curriculum Vitae of all personnel prior to commencing work on site.
- The *Contractor* must submit valid, certified copies of qualifications and/or certificates for all personnel prior to commencing work on site.
- The Site Manager must be authorised as a Responsible Person within 6 months after contract award in accordance with legislative requirements. Training will be provided by the *Employer*. The PSR training cost will be on the *Employer's* cost for the first attempt, should the *Contractor's* employees fail, the second attempt will be at the *Contractor's* cost.
- The *Contractor* Supervisor must be authorised as an Authorised Supervisor (AS) within 3 months after contract award in accordance with legislative requirements. The PSR training cost will be on the *Employer's* cost for the first attempt, should the *Contractor's* employees fail, the second attempt will be at the *Contractor's* cost.
- The *Contractor* shall be responsible for the full cost of legislative training for all employees, including any repeat training required due to failure of the first or subsequent attempts, until the employee is authorised.
- Eskom shall not be responsible for unforeseen delays unless such delays are reported and negotiated within 24 hours of occurrence, with written agreement submitted to Eskom.
- All known *Services* will be brought to the *Contractor's* attention by the *Contractor*. Should the *Contractor* encounter any additional *Services* in the work area, they must immediately notify the *Contractor*, who will provide instructions on the required actions.
- The contract shall be executed strictly in accordance with the NEC3 Term Service Contract. Early warnings, compensation events, and other notifications must be submitted to the *Contractor*.
- The *Contractor* shall comply with all site regulations issued by the *Employer*.
- Care must be taken to prevent damage to any surroundings, including plant, roads, or equipment in and around existing buildings.
- The *Contractor* and its personnel shall conduct themselves at all times in a proper and orderly manner while on the *Employer's* premises.
- Smoking by the *Contractor* or its personnel shall only be permitted in designated smoking areas.
- The *Employer* shall take immediate steps to institute criminal investigations in the event of any suspected criminal acts, such as theft.
- Repeated serious criminal acts by *Contractor* personnel shall constitute grounds for cancellation of the contract.
- The *Contractor* shall clean and remove any debris or rubble arising from any work performed under this contract, ensuring the *Employer's* premises are left in a clean and safe condition.
- The *Contractor* shall not commence any work on site until the *Employer's* representative has issued the relevant working permits, and the work area and belt are secured and safe to work on.
- All materials, equipment, and tools necessary to carry out the scope of work shall be supplied by the *Contractor*.

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

- All personnel shall complete the required site induction before starting work and shall obtain the necessary gate permits through the *Contractor*.
- All personnel shall adhere to the *Employer's* Lifesaving Rules at all times while on site. Non-compliance may result in immediate removal from the site and further disciplinary or contractual action.
- Access to the plant is strictly limited and controlled in accordance with the *Employer's* Plant Safety Regulations and site-specific requirements.
- No personnel shall be allowed to enter the plant or commence any work without a valid access permit issued in accordance with *Employer* procedures.

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- All personnel assigned to work on the plant must be registered on the Worker's Register by the designated Responsible Person prior to commencing any activity.
- Unauthorized access to the site is strictly prohibited. Personnel shall remain within their designated work areas at all times unless otherwise authorized.
- Recruitment of personnel on site or at the main access gates is strictly prohibited.
- All work activities shall comply with the Occupational Health and Safety Act (OHSACT), applicable regulations, and the *Employer's* safety standards.
- The *Contractor* shall be fully responsible for ensuring that its personnel and sub-*Contractors* comply with all site access, safety, and security requirements. Any failure to comply may be treated as a Defect or breach of contract under the NEC3 TSC.
- *Contractor* personnel shall carry their access or identification cards at all times while on site.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor's* normal working hours shall align with the *Employer's* standard operating hours as follows:
 - Monday to Thursday : 07:00 – 16:15
 - Fridays : 07:00 – 12:00
- Working hours may be adjusted based on critical path requirements during outages, breakdowns, or other plant operational priorities.
- Overtime or shift work shall be performed on an "as and when required" basis and must receive prior approval from the *Contractor*.
- Standby or call-out duties may be required on an "as and when required" basis, depending on plant status, including outages or breakdowns.
- The *Contractor* shall be available to respond to plant breakdowns during or after normal working hours, weekends, and public holidays. The *Contractor* shall report to site within one (1) hour of receiving a call-out notification from the *Employer*.
- All overtime worked shall comply with the *Employer's* rest period and labour regulations requirements.
- For all planned overtime, the *Contractor* shall submit a written plan, including a request for approval, to the *Contractor*. Approval must be obtained prior to the commencement of such work.

5.3 Health and safety facilities on the Affected Property

- The *Employer* shall provide the following health and safety facilities on the Affected Property, which the *Contractor* and all personnel must utilize and comply with during the execution of the service:
 - A fully equipped Proto-Team available on each shift for emergency response.
 - A Medical Station with appropriately trained medical personnel on site at all times.
 - First aid boxes located in each workshop, maintained and stocked by the *Employer* in accordance with applicable regulations.
 - Annual induction training for all personnel to ensure awareness of site-specific health and safety procedures.
- In the event of an emergency, the Contract Supervisor and *Contractor* must be notified immediately, and all personnel shall follow the *Employer's* established emergency procedures.
- The *Contractor* shall ensure that all personnel are aware of these facilities, use them correctly, and comply with all associated health and safety procedures. Non-compliance with the *Employer's* health and safety requirements may be treated as a Defect or breach under the NEC3 Term Service Contract.

First aid centre

- The *Contractor* provides a first aid service to his employees and Sub-*Contractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* medical centre and facilities are available.

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- Outside the *Employer's* office hours, the *Employer's* first aid Services are only available for serious injuries and life-threatening situations.
- The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

Environmental management

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure that waste material is
- disposed in the correct bin.
- Eskom periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where Eskom and the *Contractor* have agreed that the *Contractor* is responsible for the
- Disposal of its waste, the *Contractor* shall safely dispose of such waste and keep disposal certificates filed.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

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

Hazardous Substances

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

Handling of waste produced by the *Contractor*

- All waste introduced to and/or produced on the *Employer's* premises, by the *Contractor*, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal

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of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: BN0621-16296-5.

- The *Contractor* is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.
- The *Contractor* is required to ensure that all goods, *Services* or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the *Employer's* site, the goods, *Services* or work supplied also conforms to the *Employer's* environmental specifications.

Waste from the cleaning and maintenance of equipment

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

Stockpiling of waste

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

Hazardous waste

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

Pest Control

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

Water Conservation

- Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.
- Report / fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

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

5.5 Cooperating with and obtaining acceptance of Others

Interface with Others

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

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Planning

Programmes are submitted in hard and electronic copy. The software package Primavera.

Monthly Progress report

A monthly progress report will be submitted to the *Contractor*.

Completion

- Task Completion: Upon completion of each defined task or activity, the *Contractor* shall submit a Completion Certificate to the *Contractor* in accordance with Clause 44 of the NEC3 Term Service Contract. The certificate shall confirm that the task has been completed in accordance with the Contract requirements, including the approved Quality Control Plan, health and safety procedures, and any other relevant *Employer* standards.
- Final Completion: At the end of the Contract period, the *Contractor* shall submit a Final Completion Certificate to the *Contractor*, confirming that all *Services*, obligations, and tasks under the Contract have been fully completed.
- The *Contractor* shall review and accept the Completion Certificates in accordance with Clause 44.3, and any defects identified during review shall be addressed by the *Contractor* in accordance with Clause 42 (Correction of Defects) prior to acceptance of Final Completion.

Requirements for Completion.

- Completion is when the *Contractor* has done all the work, which the Works Information states he is to do by the Completion Date and has corrected notified Defects, which would have prevented the *Employer* from using the works.
- The Site is handed back to the *Employer* in a condition acceptable to the *Contractor*.

5.6 Records of Contractor's Equipment

- *Contractor's* equipment (Cell phones with Camera's, Computers, Camera's etc) to be declared and signed in at security.
- All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Contractor* when entering site.
- All lost equipment and tools to be declared to the *Contractor* and full details of incident.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the *Contractor* for record keeping

All equipment and appliances

All equipment or appliances used by the *Contractor* conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition. The *Contractor* has the right to stop the *Contractor's* use of any equipment or appliance that in the *Contractor's* opinion does not conform to the foregoing. The *Contractor* only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the Employer

- For the sole purpose of expediting the execution of the works, the *Employer* may make certain facilities, tools, and equipment available to the *Contractor* at no cost.

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- The *Employer* may, at its discretion, allow the *Contractor* reasonable use of its workshops, cranes, tools, and other equipment necessary for the execution of the works, provided that such use does not interfere with the *Employer's* operations or business activities.
- The *Contractor* shall ensure that all workshops, cranes, tools, and equipment used are returned in the same condition in which they were received, reasonable wear and tear excepted. The *Contractor* shall be liable for any damage caused by its personnel or sub*Contractors* through negligence, misuse, or failure to comply with the *Employer's* instructions.
- The *Contractor* shall ensure that any employee or sub*Contractor* operating hoist equipment or other machinery belonging to the *Employer* is duly authorized by the *Employer* and has received the necessary training or certification to operate such equipment safely.
- All rigging equipment with a lifting capacity exceeding five (5) tons shall be supplied by the *Employer* and may only be used under the direct supervision of the *Employer's* designated personnel.
- Any other *Employer*-supplied equipment required by the *Contractor*, but not specifically listed in this Contract, shall be used only under the supervision and instruction of the *Employer*.
- The *Contractor* shall be responsible for ensuring compliance with all relevant safety regulations, *Employer* procedures, and statutory requirements while using any *Employer*-provided equipment. Any failure to comply may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable where applicable.

5.8 Site Services and facilities

5.8.1 Provided by the *Employer*

Electricity

- The *Employer* shall supply 220V AC and 380V AC power at existing connection points for the sole purpose of executing the works.
- All installations, connections, or equipment used by the *Contractor* shall comply with all relevant statutory and *Employer* safety regulations and standards.
- The *Contractor* shall supply its own 220V AC or 380V AC extension leads, adapters, or transformers as required.

Water

- The *Employer* shall supply potable water at existing points in reasonable quantities for the execution of the works.
- The *Employer* does not guarantee uninterrupted water supply, and any disruption shall not constitute grounds for compensation events under the Contract.

Facilities

- The *Employer* shall provide working spaces and areas, including basic facilities such as toilets, for use by the *Contractor* during the execution of the works.

Testing and Certification

- The *Employer* shall provide gas testing and environmental certificates where applicable, as required for compliance with statutory or Contract obligations.

Training

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- The *Employer* shall provide all mandatory *Employer*-required training, including site inductions, for personnel prior to commencement of work on site.

Telecommunications

- The *Contractor* shall provide and maintain its own communication systems, including cell phones or radios, for use in areas with poor reception (e.g., ash facilities, ash dams, slurry plant). All private calls or internet usage shall be at the *Contractor's* expense.
- Should the *Contractor* wish to use radio communication equipment on site, it shall obtain the necessary approvals from relevant authorities and coordinate with the Station Head of Security to ensure no interference with existing radio channels or equipment.

Accommodation and Meals

- The *Contractor* shall make its own arrangements for accommodation and meals for its personnel.

Scaffolding

- The *Employer* shall provide scaffolding where required.
- For non-emergency work, scaffolding requests must be submitted to the *Employer* at least two (2) days in advance to allow for planning and allocation.

General

- All *Employer*-provided *Services* and facilities are supplied for the execution of the Contract only. The *Contractor* shall ensure that their use is limited to Contract purposes and shall comply with all relevant safety, statutory, and *Employer* regulations.
- Any misuse, damage, or failure to comply with the rules governing the use of *Employer*-provided *Services* or facilities may be treated as a Defect or breach under the NEC3 Term Service Contract, with associated costs recoverable as Disallowed Cost where applicable.

5.8.2 Provided by the *Contractor*

- *Contractor* to provide and ensure safe transportation *Services* for all his employees, and it must comply with 32-93 and 33-345 procedures.
- *Contractor* to provide its own refreshments, such as coffee, tea, sugar, and milk.
- Applications for access permits [Refer to procedure: Access Control at Eskom premises (32-1134)].
- All required computers and printer accessories.
- All required telecommunication systems and equipment, and associated costs of procurement and usage.
- All required PPE at own cost for all weather types, and it must be SABS approved and meet Eskom standards, including gloves and dust masks.
- Provide SABS-approved safety harnesses as per Eskom safety requirements; they must be inspected daily and logged.
- QCPs and certified letters to be provided as proof of previous similar activities done, and the *Contractor* shall further provide a detailed technical Method Statement regarding the scope of how the precipitator

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maintenance and inspection in all areas, as per the scope of work and requirements from the *Employer*, will be executed. This must form part of the tender returnables.

- The *Contractor* provides its own equipment to enable it to perform all work according to the scope of work.
- The *Contractor* provides all safety apparel, safety equipment, and cleaning materials to comply with the contractual requirements.
- The *Contractor* provides his own torches.

- The *Contractor* provides its own digital camera, which must be declared and approved by the *Contractor*.
- The *Contractor* provides its own scanner, colour printer, and cartridges for work purposes only.
- The *Contractor* provides certified copies of IDs and qualifications of all its employees.
- The *Contractor* makes his own arrangements for accommodation and meals at own cost.
- *Contractor* to provide its own (380VAC 63 Amp) extensions. Extensions must be COC certified.
- *Contractor* to provide barricading for no-entry in work areas.
- The *Contractor* provides its own portable fire extinguishers.

Personal protective equipment (PPE)

- The *Contractor* supplies, maintains and ensures that its personnel always wear PPE as requires on site.
- The *Contractor* shall provide, keep on site and maintain protective clothing conforming to the *Employer's* safety standards. PPE for all weather and plant conditions must be provided when required.

Parking Facilities

- No sheltered parking will be supplied.

Housekeeping

- The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

Access permits

- All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractor* permits must be submitted to Protective Services when the workers leave the Site after Completion of the works.
- The *Contractor* applies to the *Employers* Protective Services for the issuing of permits.
- The *Contractor* submits his application at least 24 hours prior to entering the Security area. This
- application form must be delivered to Protective Services, or can be faxed to (017) 749 9168

The form contains the following information:

- Employee Name.
- Employee ID Number.
- The *Employer's* Safety Co-ordinators signature.
- The *Employer's Contractor's* signature.

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- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Contractor*.
- The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the Power Station is allowed. The parking application must be addressed to the protective Services. All *Contractors* will supply protective Services with their vehicle's registration numbers.
- No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.
- The *Contractor* obtains the access procedures, from the *Contractor*, which may change depending on the prevailing security situation.

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant.
- Work Permit and Risk Assessment forms must be completed before commencing with any task, and these must be current at all times (i.e. (live documents)
- All relevant procedures to be used at all times.

5.10 Hook ups to existing works

- The *Contractor* shall carry out all hook-ups to existing plant, ducting systems, and metallic expansion joints in strict accordance with the Contract, the *Employer's* standards, and approved procedures.

(a) Scope of Hook-Ups

- All connections, tie-ins, and interfaces to existing air and flue gas duct systems and metallic expansion joints shall be executed without causing damage to existing equipment, systems, or plant operations.
- The *Contractor* shall ensure that all materials, components, and equipment used for hook-ups are compatible with the existing systems and meet the *Employer's* technical specifications.

(b) Planning and Approval

- Detailed plans for all proposed hook-ups must be submitted to the *Contractor* for review and approval prior to execution.
- The *Contractor* shall coordinate all activities with the *Employer* to minimise disruption to plant operations.

(c) Quality and Safety Compliance

- All hook-ups shall comply with approved Quality Control Plans (QCPs), the Occupational Health and Safety Act (OHSACT), and site-specific safety procedures.
- Hold points and inspections specified in the QCP must be observed, and no work may proceed without the *Contractor's* approval at designated stages.

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(d) Testing and Commissioning

- Upon completion of each hook-up, the *Contractor* shall perform testing and verification as required by the *Employer* to ensure integrity, operational readiness, and compliance with the Contract.
- Any defects or non-conformances identified during testing must be corrected by the *Contractor* in accordance with Clause 42 (Correction of Defects) of the NEC3 TSC.

(e) Documentation

- The *Contractor* shall maintain accurate records of all hook-ups, including drawings, inspections, test results, and approvals, and shall submit these records to the *Contractor* upon completion of the work.

(f) Coordination with Existing Systems

- The *Contractor* shall take all necessary precautions to ensure that hook-up activities do not interfere with ongoing plant operations, existing *Services*, or safety systems.
- Any damage to existing works caused by the *Contractor* shall be rectified at the *Contractor's* cost.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Quality Control (QC) check sheets shall be completed jointly by the *Contractor* and the *Employer* to verify compliance with the Contract requirements.
- Inspections shall be carried out in accordance with the Scheduled Work Orders, and all identified defects shall be reported to the *Contractor* immediately.
- All tests and inspections shall be conducted in accordance with Clause 40 of the NEC3 Term Service Contract.
- QC check sheets shall be maintained as evidence of compliance and shall be made available for review by the *Employer* at all times.
- All Hold Points and Witness Points specified in the approved Quality Control Plan (QCP) must be strictly observed. The *Contractor* shall not proceed with any subsequent work until the *Employer* or the *Employer's* designated representative has inspected, witnessed, and formally accepted the work at each hold or witness point. Failure to comply may be treated as a Defect or breach of contract under the NEC3 Term Service Contract, and any associated costs arising from rework or delays shall be the responsibility of the *Contractor*.

5.11.2 Materials facilities and samples for tests and inspections

- In accordance with Clause 40.2, both the *Contractor* and the *Employer* shall provide the necessary materials, facilities, and samples required for tests and inspections where applicable.
- QC check sheets shall be completed for all tests and inspections, documenting the results, observations, and any non-conformances.
- All records of tests, inspections, and QC check sheets shall be submitted to the *Contractor* for review and acceptance.

6 List of drawings

6.1 Drawings issued by the *Employer*

- Copies of all relevant drawings shall be obtained from the *Contractor* upon request.

7 Appendix C – X17: Low service damages

X17.1 Service Level Table				
Item	Description of Task	Quality of Performance	Reasons for damages	Damages to be implemented
Task Completion	Completion of scheduled maintenance work	All planned maintenance activities completed within the agreed timeframe	Delays causing plant downtime, missed production targets	1% of Task Order per day of delay, capped at 10% of the total of the Prices for the Task Order.
Quality of Work	Compliance with technical specifications & standards	Work meets approved Quality Control Plan (QCP) and <i>Employer</i> standards	Defects, rework required due to poor workmanship	1% of Task Order per defect, capped at 10% of the total of the Prices for the Task Order.
Safety Compliance	Adherence to site and statutory safety requirements	No safety violations or incidents during work	Unsafe acts, accidents, near misses, non-compliance with OHSACT	1% of Task Order per incident, capped at 10% of the total of the Prices for the Task Order.
Hold & Witness Points	Attendance at all required hold/witness points	<i>Contractor</i> attends all hold/witness points as per approved QCP	Missed hold/witness points causing rework or non-compliance	1% per missed hold and witness point, capped at 10% of the total of the Prices for the Task Order.
Callout Readiness	Equipment and personnel ready for unscheduled callouts	<i>Contractor</i> mobilizes fully equipped personnel within 2 hours	Delays resulting in extended breakdowns	1% per incident, capped at 10% of the total of the Prices for the Task Order.
Material & Tools Availability	<i>Contractor</i> provides all required materials, PPE, and tools	No delays caused by missing equipment or consumables	Extended downtime due to missing resources	1% per incident, capped at 10% of the total of the Prices for the Task Order.

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8 Appendix D – X20: Key Performance Indicators

item	KPA	Objective	Weight	Poor	Good	Excellent
				1-2	3	4-5
1	Task Order Programme Submission	Ensure the programme is submitted within the required timeframe	10%	Submitted late	Submitted on time	Submitted ahead of schedule
2	QCP Submission	Ensure Quality Control Plans (QCPs) are developed, signed, and submitted for all hold and witness points	20%	No QCP submitted	QCP submitted and signed	QCP approved and fully compliant
3	SHEQ Compliance	Ensure full compliance with all SHEQ requirements	20%	Non-compliance with SHEQ requirements	Compliant with SHEQ requirements	Exceeds SHEQ compliance standards
4	Housekeeping	Maintain a clean, safe, and orderly work environment at all times	10%	Poor housekeeping / non-compliance	Acceptable housekeeping maintained	High standard of housekeeping consistently maintained
5	Call-out Response	Ensure response to callouts within the required timeframe	10%	Response time exceeds 1 hour	Response within 1 hour	Response within less than 1 hour
6	Technical & SOW Compliance	Ensure all work complies with technical specifications and Scope of Work (SOW)	20%	4 or more NCRs issued per year	Up to 2 NCRs issued per year	Zero NCRs issued per year
7	Workmanship Quality	Ensure high-quality workmanship with no rework within a 90-day cycle	10%	4 or more NCRs / rework incidents	Up to 2 NCRs / rework incidents	Zero NCRs / rework incidents