



NEC3 Term Service Contract (TSC3)

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

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

for PROVISION OF C&I MAINTENANCE SERVICES AT MAJUBA
POWER STATION FOR 60 MONTHS

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

Enquiry No. MPMAJ10665GX

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Provision of C&I Maintenance Services at Majuba Power Station for 60 months (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
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s) _____

Capacity _____

**For the
tenderer:**

(Insert name and address of
organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

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

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

Note:

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

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

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

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

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		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.	017 799 3538
10.1	The <i>Service Manager</i> is (name):	Suzan Nkosi
	Address	Majuba Power Station Private Bag X 9001

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

		Volksrust 2470
	Tel	017 799 3538
	e-mail	RamapuMS@eskom.co.za
11.2(2)	The Affected Property is	Majuba Power Station
11.2(13)	The <i>service</i> is	Provision of C&I Maintenance Services at Majuba Power Station for 60 months)
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	4 weeks
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 June 2023 or soon there after
30.1	The <i>service period</i> is	60 months (5 years)
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

		(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
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	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]

Fax No. [•]

e-mail [•]

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	1 month before start date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.75	Labour	SEIFSA Table C3 - All hourly paid employees SEIFSA Table L2 - Road Freight Costs
		0.10	Transport	
		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	In the Scope of Work		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_		

or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

- | | |
|--------------------|--|
| Affected Party | means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, |
| Coercive Action | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally, |
| Collusive Action | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, |
| Committing Party | means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees, |
| Corrupt Action | means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party, |
| Fraudulent Action | means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation, |
| Obstructive Action | means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and |
| Prohibited Action | means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action. |
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is

not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.

Z 11.4 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 <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
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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 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS

site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety

Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this 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: Experience: 2 Name: Job	

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> 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 hi

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;

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

Format of the *price list*

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

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

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

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

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

C2.2 THE PRICE LIST

Item No.	Description	UoM	Qty	Rate	Total Amount
1	MAINTENANCE PORTION				
1.1	Supervisor	Mon	60		
	<u>Stayon Overtime</u>				
	Supervisor	Hr	30		
	<u>Weekend Overtime</u>				
	Supervisor - (Saturday)	Hr	50		
	Supervisor - (Sunday)	Hr	50		
1.2	17 x Artisan	Mon	60		
	<u>Stayon Overtime</u>				
	17 x Artisan	Hr	150		
	<u>Weekend Overtime</u>				
	17 x Artisan - (Saturday)	Hr	16440		
	17 x Artisan - (Sunday)	Hr	7320		
1.3	6 x Technician	Mon	60		
	<u>Stayon Overtime</u>				
	6 x Technician	Hr	150		
	<u>Weekend Overtime</u>				
	6 x Technician - (Saturday)	Hr	6720		
	6 x Technician - (Sunday)	Hr	2940		
1.4	Safety Officer	Mon	60		
	<u>Stayon Overtime</u>				
	Safety Officer	Hr	30		
	<u>Weekend Overtime</u>				
	Safety Officer - (Saturday)	Hr	50		
	Safety Officer - (Sunday)	Hr	50		
1.5	3 x QC Inspector	Mon	60		
	<u>Stayon Overtime</u>				
	3 x QC Inspector	Hr	50		
	<u>Weekend Overtime</u>				
	3 x QC Inspector - (Saturday)	Hr	1000		
	3 x QC Inspector - (Sunday)	Hr	600		
1.6	Transport	Mon	60		
1.7	Standby Allowance	Mon	60		
	<u>Preliminaries and General Maintenance</u>				
1.8	PPE	Year	5		

1.9	Preliminaries and General (Telephones)	Mon	60		
1.10	Safety File	Year	5		
	Maintenance Total				
2	OUTAGES PORTION				
	<u>IR (28 Days)</u>				
2.1	8 x Artisan	Hr	1280		
2.2	1 x QC Inspector	Hr	160		
2.3	Accommodation	day	31		
2.4	Transport	day	31		
	<u>IR (28 Days) Stayon Overtime</u>				
2.5	8 x Artisan	Hr	640		
2.6	1 x QC Inspector	Hr	80		
	<u>IR (28 Days) Weekend Overtime</u>				
2.7	8 x Artisan Saturday	Hr	384		
2.8	8 x Artisan Sunday	Hr	384		
	1 x QC Inspector Saturday	Hr	48		
	1 x QC Inspector Sunday	Hr	48		
	IR Preliminaries and General				
2.9	PPE	ea	9		
2.10	Preliminaries and General (Telephones)	day	28		
2.11	Safety File	ea	1		
	Total IR Cost				
	<u>IN (7 - 14 Days)</u>				
2.12	4 x Artisan	Hr	480		
	1 x QC Inspector	Hr	120		
2.13	Accommodation	day	20		
2.14	Transport	day	20		
	<u>IN (7 - 14 Days) Stayon Overtime</u>				
2.15	4 x Artisan	Hr	240		
2.16	1 x QC Inspector	Hr	60		
	<u>IN (7 - 14 Days) Weekend Overtime</u>				
2.17	4 x Artisan Saturday	Hr	96		
2.18	4 x Artisan Sunday	Hr	96		
2.19	1 x QC Inspector Saturday	Hr	24		
2.20	1 x QC Inspector Sunday	Hr	24		
	IN Preliminaries and General				
2.21	PPE	ea	5		

2.22	Preliminaries and General (Telephones)	day	14		
2.23	Safety File	ea	1		
Total IN Cost					
	<u>MGO / GO (49 - 120 Days)</u>				
2.24	10 x Artisan	Hr	6400		
	1 x QC Inspector	Hr	640		
2.25	Accommodation	day	120		
2.26	Transport	day	120		
	<u>MGO / GO (49 - 120 Days)</u>				
	<u>Stayon Overtime</u>				
2.27	10 x Artisan	Hr	3200		
	1 x QC Inspector	Hr	800		
	<u>MGO / GO (49 - 120 Days)</u>				
	<u>Weekend Overtime</u>				
2.28	10 x Artisan Saturday	Hr	1920		
2.29	10 x Artisan Sunday	Hr	1920		
2.30	1 x QC Inspector Sarturday	Hr	192		
2.31	1 x QC Inspector Sunday	Hr	192		
	<u>MGO / GO Preliminaries and General</u>				
2.32	PPE	ea	11		
2.33	Preliminaries and General (Telephones)	day	120		
2.34	Safety File	ea	1		

The total of the Prices

PART 3: SCOPE OF WORK

Document reference	Title	
	This cover page	
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

C3.1: EMPLOYER'S SERVICE INFORMATION**PART 3: SCOPE OF WORK**

Document reference	Title	
	This cover page	1
C3.1	<i>Employer's Service Information</i>	39
C3.2	<i>Contractor's Service Information</i>	N/A

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

PART 3: SCOPE OF WORK	1
C3.1: EMPLOYER'S SERVICE INFORMATION	1
1 Description of the <i>service</i>	3
1.1 Executive overview	3
1.2 Scope of work	3
1.2.1 Quality Control requirements	3
1.2.2 Boiler Plant, Turbine Plant and Hydrogen Plant	3
1.2.3 Common Plant (Water treatment, Coal and Ash Plants)	5
1.3 Detailed Scope of work	6
1.3.1 Boiler Plant, Turbine Plant and Hydrogen Plant	6
1.3.2 Common Plant	8
1.4 <i>Employer's</i> requirements for the <i>service</i>	15
1.4.1 Extent of the Scope	15
1.5 Interpretation and terminology	15
2 Management strategy and start up.	16
2.1 Maintenance Philosophy	16
2.1.1 Running/ Routine Maintenance	16
2.1.2 Planned Maintenance	16
2.1.3 Corrective and Breakdown Maintenance	17
2.1.4 Unplanned/ Opportunity Maintenance	18
2.1.5 Repair Times	18
2.2 Management meetings	18
2.3 <i>Contractor's</i> management, supervision and key people	19
2.4 Technical Service/ Outputs required Unit 1 to 6 and the Common Plants	19
2.4.1 C & I Maintenance Services to be performed by the Contractor	19
2.4.2 Technical service/ output expected from a Technician.	20
2.4.3 Technical service/ output expected from an Artisan.	20
2.4.4 General	21
2.5 Police Clearance	21
2.6 Supplier Development and Localisation Requirements (SD&L)	22
2.6.1 Recruitment of General Labour	22
2.7 Transporting of staff	22
2.8 Small, Micro, and Medium Enterprises	22
2.9 Documentation control	22
2.10 Construction Regulations Documentation control	22
2.11 Invoicing and payment	23
2.12 Contract change management	23
2.13 Training workshops and technology transfer	23
3 Health and safety, the environment and quality assurance	23
3.1 Health and Safety Arrangements	23
3.1.1 General	23
3.1.2 Fire Precautions	24
3.1.3 Reporting of accidents	24
3.1.4 Barricading and screens	24
3.1.5 Speed Limit	24
3.1.6 Safety	24
3.2 Environmental constraints and management	25
3.3 Quality assurance requirements	25
3.3.1 Quality Requirements	26
3.3.2 Quality Control Documents	26
3.3.3 Personal Competency	26

4	Procurement	26
4.1	Subcontracting	26
4.1.1	SUPPLIER DEVELOPMENT AND LOCALISATION (SD&L)	26
	Recruitment of General Labour	26
4.1.2	Supplier Development and Localisation (SD&L) Initiative	26
4.2	Subcontracting	27
4.3	Plant and Materials	27
4.3.1	Correction of defects	27
4.3.2	Plant & Materials provided "free issue" by the <i>Employer</i>	27
5	Working on the Affected Property	27
5.1	Employer's site entry and security control, permits, and site regulations.....	27
5.2	People restrictions, hours of work, conduct and records.....	28
5.2.1	C&I plant areas:	28
5.2.2	Normal working hours	28
5.2.3	Overtime	28
5.2.4	General	28
5.3	Site services and facilities.....	29
5.3.1	Accommodation	29
5.3.2	Messing Facilities	29
5.3.3	Medical Facilities	29
5.4	Cooperating with and obtaining acceptance of others	29
5.5	Records of Contractor's Equipment.....	29
5.6	Equipment provided by the Employer.....	29
6	Low Performance Damages	30

1 Description of the service

1.1 Executive overview

The objective of this contract is for the *Contractor* to provide a Comprehensive All-inclusive Control and Instrumentation Maintenance Service including quality control for Majuba Power Station at **Units 1 to unit 6 (Boiler plant, Turbine plant,) and Common plant (Water treatment plant, Coal plant, Ash plant, H2 plant)** The period of 5 years, starting from 1st June 2023 and ending 30th May 2028.

The Contractor will perform Planned, Corrective, Preventative and Opportunity Maintenance.

The *Contractor* is required to have an effective quality management system in place and be ISO 9001 approved. Furthermore, all activities will be done as per to the level of quality management stipulated therein and also according to the Eskom procedures Majuba Engineering Section, Risk assurance department and Management.

The *Contractor* is to perform planning and scheduling associated with the Boiler, Turbine, H2, Water treatment, Ash and Coal Area in line with the Eskom Works Management Process and Maintenance strategy.

Eskom is implementing a workflow management system and the *Contractor* will be expected to attend Daily meetings and provide maintenance plans and feedback as required.

All plant require a permit to work, Maintenance personnel responsible for that particular plant will be responsible for taking the permit, as per the Plant **Safety Regulations. All personnel will be required to be Authorised on the Plant Safety Regulations.**

Payment will be done on monthly basis, after assessment of completed scope of work. Plant condition will be assessed as per the provided assessment spread sheet. It must always be done on the 25th or before the 25th of each month.

NB: Station is currently busy with the preparation for the upgrade on all station lifts and it will take a period of 3 years to do all the repairs. Some lifts are not working. The supplier normally tries to repair where they can. It is a challenge to walk to upper levels, especially on the boilers 16m level.

1.2 Scope of work

The scope of work is for the supply of C&I maintenance (planned, preventive, corrective, and opportunity) service on the plant including quality control at Majuba Power station as well as spares stock control and Spares QC. The Units 1 to 6 (Boiler Plant, Draught Plant, Fabric Filter Plant, Turbine Plant, including all associated auxiliary plant), and the Common plant (Ash, Coal and Water treatment). If the Plant has been upgraded and newly installed plant will be added to the scope of work without compensation.

1.2.1 Quality Control requirements

Ensure compliance to the employer's Quality requirements

Develop and review QCPs. Develop and maintain the upkeep of updated QC files for audit purposes

Perform quality control on daily maintenance activities and planned work as and when required by the employer.

Perform quality control during the scheduled outages. Quality Control Functions will be provided for C&I modifications and projects.

1.2.2 Boiler Plant, Turbine Plant and Hydrogen Plant

The sections of the plant that will be covered by the contractor during the term of the contract are as follows:

1. Filter Fabric Plant
2. Draught Group

3. Steam Generation Plant
4. Condensate System
5. LP Bypass
6. Lube Oil
7. Actuators
8. Auxiliary cooling
9. Generator
10. H2 plant
11. Water Treatment Plant
12. Condensate Polishing Plant
13. Ash Plant
14. Station
15. Services
16. Low Pressure Services
17. Auxilliary Cooling Plant Coal Plant [all plant at Majuba Power Station].

- a) The contractor will be expected to conduct work on the loop instruments and associated equipment. The instruments on the field linked to the DCS
- b) Do fault finding, conduct repairs and maintain all actuators, stroking actuators, pressure, temperature, flow and control loops as outlined in the detailed scope of work (a loop is defined as from the plant instrument equipment till the termination on the DCS, SAE including cabling and junction/splitter/local control boxes, excludes DCS modules, module wiring and software and software modifications and SIEMENS DCS hardware)
- c) Conduct Plant walk downs, do inspections, raise notifications as and when required
- d) Execute maintenance SOW (defects awaiting plant/spares before outage) for outage on units declared on outage
- e) Provide standby duties as per Majuba, C&I maintenance requirements
- f) Work overtime if required during opportunity maintenance (planned overtime)
- g) Work unplanned overtime (emergent work) as and when required
 - The contractor must calibrate and issue calibration certificates for all instrumentations and field equipment that exist in the plant, where the contractor will be assigned to do work
 - The contractor shall be responsible for fault finding, replacement of damaged instrumentations, replacement or repair of damaged impulse lines, replacement of cables (pulling new cables or using spare cores) and any other works related to instrumentations and control equipment.
- h) The contractor shall assist with all functional testing including but not limited to boiler protection function test, turbine protection function test, pyrometer trip test, black furnace test and any other testes requested by the Eskom supervisor or manager.
 - Core services consist of preventative as well as corrective maintenance, and shall be relevant to maintaining plant availability and reliability in a cost effective way according to maintenance strategy.

- The contractor ensures that his/her personnel are authorised to take out permits to work in accordance with Plant Safety Regulations within the three months' time from the date the contractor started with the work
- The contractor provides standby service on daily basis and for any call-out for breakdown at any given time.
- The contractor compiles bills of materials for all spares and consumables before commencement of work
- The contractor will be able to draw spares from stores via planners (works management) for stock items (available from Majuba's stores)
- The contractor will inform the supervisor of any spare that is unavailable / has low stock level available.
- A request for non-stock items may be communicated to planning (works management) and stores at least weekly before commencement of works for non-stock items (items that are not in Majuba Power Station's stores).
- The bills of materials must be submitted to the maintenance supervisor of the specific plant area.
- The contractor attends to all defects associated with the plant instrumentations, field equipment and control equipment.
- The contractor shall re-commission the plant when requested by supervisor or C&I engineer of the plant.
- Clearing of channel faults on the DCS.
- Implementing of simulations and the removal of simulations on the Control System
- The contractor shall implement engineering changes/modifications when requested Supervisor/Engineer
- Conduct walk-down on all Control Air Plant to minimise air leaks and conduct repairs where necessary.

1.2.3 Common Plant (Water treatment, Coal and Ash Plants)

The scope for the Common (outside) Interface to the ABB DCS Control Systems will include the following:

1. Water Treatment Plant
2. Condensate Polishing Plant
3. Main Cooling System
4. Cooling Water Treatment Plant
5. Low Pressure Services
6. Dirty Drains Treatment Plant
7. Coal Plant
8. Ash Plant
9. General Requirements
 - PPE
 - Radiation Training

- Tools, Fluke Test Equipment and leads

The scope for the Common plant will INCLUDE the following:

1. UVG Cables Pulling
2. Termination on Plant and DCS Panel

1.3 Detailed Scope of work

1.3.1 Boiler Plant, Turbine Plant and Hydrogen Plant

The boundaries of the plant where maintenance is to be performed will cover the following systems:

Note: The sections of the plant that will be covered by the contractor during the term of the contract are as follows:

The following scope is common for the following plants (1.3.1.1 to 1.3.1.11).

- a) The contractor will be expected to do work on the loop from the instrument on the field all the way to the DCS.
- b) Do fault finding, repairs and maintain all pressure, temperature, flow and control loops as outlined in the detailed scope of work (a loop is defined as from the plant instrument equipment till the termination on the DCS SAE including cabling and junction/splitter/local control boxes, excludes DCS modules, module wiring and software and software modifications and SIEMENS DCS hardware)
- c) Conduct Plant walk downs and inspections and raise notifications as necessary
- d) Execute maintenance SOW (defects awaiting plant/spares before outage) for outage on units declared on outage
- e) Provide standby duties as per Majuba Requirement
- f) Work overtime if required during opportunity maintenance (planned overtime)
- g) Work unplanned overtime (emergent work) as and when required
 - The contractor must calibrate and issue calibration certificates for all instrumentations and field equipment that exist in the plant, where the contractor will be assigned to do work
 - The contractor shall be responsible for fault finding, replacement of damaged instrumentations, replacement or repair of damaged impulse lines, replacement of cables (pulling new cables or using spare cores) and any other works related to instrumentations and control equipment.
- i) The contractor shall assist with all functional testing including but not limited to boiler protection function test, turbine protection function test, pyrometer trip test, black furnace test and any other testes requested by the Eskom supervisor or manager.
 - Core services consist of preventative as well as corrective maintenance, and shall be relevant to maintaining plant availability and reliability in a cost effective way according to maintenance strategy.
 - The contractor ensures that his/her personnel are authorised to take out permits to work in accordance with Plant Safety Regulations in three months' time from the date the contractor started work
 - The contractor provides standby service on daily basis and for any call-out for breakdown at any given time.
 - The contractor compiles bills of materials for all spares and consumables before commencement of work
 - The contractor will be able to draw spares from stores via planners (works management) for stock items (available from Majuba's stores)

- A request for non-stock items may be communicated to planning (works management) and stores at least 3 months before commencement of works for non-stock items (items that are not in Majuba Power Station's stores).
- The bills of materials must be submitted to the maintenance supervisor of the specific plant area.
- The contractor attends to all defects associated with the plant instrumentations, field equipment and control equipment.
- The contractor shall plant re-commissioning the plant when requested supervisor or engineer
- The contractor shall execute implementation of engineering changes/modifications when requested Supervisor/Engineer

1.3.1.1 Filter Fabric Plant

1.3.1.2 Draught Group

1.3.1.3 Steam Gen

1.3.1.4 Condensate

The Contractor must provide skills to maintain the Condensate System. This will entail the stroking of:-

- Maintain and stroke - Hopkinson actuators / Siemens actuators / Rotork actuators
- Calibrate Pressure / level and Flow transmitters
- Calibrate Pressure switches / Flow switches / Temperature Switches / Level switches
- Install proximity switches and test proximity switches
- Conduct maintenance on temperature and RTD circuits

1.3.1.5 LP Bypass

- Stroke LP Bypass valves
- Set feedback on the actuators
- Calibrate transmitters [Pressure / Dp / Flow & Level
- Set stroke times on LP Bypass valves
- Calibrate pressure switches and level switches on power packs
- Conduct fault finding on the LP Bypass stand – alone control system
- Stroke warming valves on the LP Bypass system

1.3.1.6 Lube Oil

- Calibrate pressure switches
- Set level switches

1.3.1.7 Actuators

- Set limits on actuators
- Set feedback on actuator's
- Conduct fault finding on wiring of actuators

1.3.1.8 Auxiliary cooling

1.3.1.9 Generator

- Calibrate Pressure / level and Flow transmitters
- Calibrate Pressure switches / Flow switches / Temperature Switches / Level switches
- Conduct maintenance on temperature and RTD circuits
- Calibrate Hydrogen analysers / CO2 analysers & associated equipment

Turbine Plant

- Maintain and stroke - Hopkinson actuators / Siemens actuators / Rotork actuators
- Calibrate Pressure / level and Flow transmitters
- Calibrate Pressure switches / Flow switches / Temperature Switches / Level switches
- Install proximity switches and test proximity switches
- Conduct maintenance on temperature and RTD circuits
- Removal of Centre- line equipment prior to Outages.
- Installation of Centre line Equipment after an outage
- Calibration of Centre Line Equipment after an Outage and when deemed necessary by supervisor or the Engineer.
- Stroking of the Governor valves
- Conducting of fault finding on Governor Valves
- Removal & installing of Governor valves Modules in the micro-governor system.
- Conduct fault – finding on the stress circuits the micro-governor
- Ability to navigate and work on the Bently Nevada System [TSE]

1.3.1.10 H2 plant

- Calibration of Analysers
- Calibration of all transmitters
- Conduct repairs to solenoid valves

1.3.2 Common Plant

1.3.2.1 Water Treatment

Contractor must be able to do fault finding, install, remove, stroke and calibrate the following equipment used on the Water Treatment Plant. Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- a) Install, remove, stroke check, calibrate, Set open and close limits, program
- ABB TZIDC pneumatic positioners
 - Max Air Technologies pneumatic actuators and indication boxes.
 - Rotork pneumatic actuators
 - Mitech acid/caustic dosing supply valves
- b) Install, remove, set-up, program and calibrate of
- Thornton M300 conductivity analyzers
 - ABB conductivity analyzers
 - conductivity probes
 - All dos chlorine dosing equipment.
 - chlorine detector system
- c) Install, remove, calibrate or bench calibration, program and do fault finding on
- RTD temperature probes.
 - Electronics temperature convertors.
 - Flex Temp Iso temperature convertors.
 - VEGA Puls 68 level transmitters.
 - VEGA Puls 61 level transmitters.
 - Multiflex level transmitters.

- ABB Hart transmitter for level, flow and pressure.
- Endress & Hauser Hart transmitters for level, flow and pressure.
- Wika differential pressure gauges with switch contacts
- ABB magnetic flowmeters

d) Do fault finding on local/remote stop start stations. Telemaganique switches.

e) Install, remove, fault finding and testing on Burkett two way and three way solenoid valves.

1.3.2.2 Condensate Polishing Plant (CPP)

Contractor must be able to do fault finding, install, remove, stroke and calibrate the following equipment used on the Condensate Polishing Plant. Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point.

a) Install, remove, stroke check, calibrate, Set open and close limits, program

- Max Air Technologies pneumatic actuators and indication boxes.
- Bernard electric actuators on (unit 1-3 CPP)
- Rotork IQ electric actuators on (unit 4-6 CPP)
- Rotork pneumatic actuators

b) Install, remove, set-up, program and calibrate of

- Thornton M300 conductivity analyzers (Units 1-3)
- ABB conductivity analyzers
- conductivity probes
- Alldos chlorine dosing equipment.
- chlorine detector system
- Thornton CR200 conductivity analyzers (units 4-6)

c) Install, remove, calibrate or bench calibration, programme and do fault finding on:

- RTD temperature probes
- ABB Hart transmitter for level, flow and pressure. (Unit 1-3)
- Endress & Hauser Hart transmitters for level, flow and pressure. (Unit 4-6)
- PR electronics temperature convertors.

d) Do fault finding on local/remote stop start stations. Telemaganique switched.

e) Install, remove, test and stroke checking of Install, remove, test and stroke checking of.

f) Maintaining of variable area flowmeters on George Louw panels as well as Wika Pressure gauges and flow switches.

g) Do fault finding and maintain sample cooling system on CPP plant.

h) Install, remove and maintaining ASCO solenoid valves.

1.3.2.3 Main Cooling System

Contractor must be able to install, remove, set-up, stroke and calibrate the following equipment with regards to the Main Cooling Plant. Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted,

the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point.

- a) Install, remove, stroke check, calibrate, Set open and close limits, program
 - Rotork IQ electric actuators on
- b) Install, remove and set-up of position encoders on main cooling auto closing valves.
- c) Install, remove, set-up, calibrate and fault find on:
 - VEGA Puls 61 level transmitters on main cooling center well.
 - Flex Temp Iso temperature convertors.
 - RTD temperature probes.
 - Sulzer oil level switches on main cooling pump and motor.
- d) Do fault finding on local/remote stop start stations. Telemaganique switches.

1.3.2.4 Cooling Water Treatment Plant

Contractor must be able to install, remove, set-up, stroke and calibrate the following equipment with regards to the Cooling Water Treatment Plant. Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point.

- a) Install, remove, set-up, program and do fault finding on
 - Endress & Hauser Promag 53 flowmeters
 - Promag 33 flowmeters.
 - Endress & Hauser vibrating fork level switches.
 - Milltronics Multiranger Plus level transmitter
 - Thornton M300 pH analysers as well as correct installation of pH probes
 - lime silo strain gauges
- b) Install, remove, test and stroke checking of
 - Rotork IQ electric actuators.
 - Drehmo electric actuators.
 - Rotork AQ electric actuators
- c) Install, remove and testing of Telemaganique torque limit switches,
- d) Do fault finding on local/remote stop start stations. Telemaganique switches.

1.3.2.5 Low Pressure Services

Contractor must be able to install, remove, set-up, stroke and calibrate the following equipment with regards to the Main Cooling Plant. Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- a) Install, remove test and calibrate or bench calibrate of
 - Wika pressure gauges.

- ABB Hart transmitter for pressure
 - ABB magnetic flowmeters
 - Multiflex level transmitters
 - VEGA Puls 61 level transmitters]
 - Fan Vibration Monitoring equipment
- b) Install, remove, test and stroke checking of
- Rotork IQ electric actuators.
 - Drehmo electric actuators.
 - Rotork AQ electric actuators
- c) Do fault finding on local/remote stop start stations. Telemaganique switches.

1.3.2.6 Dirty Drains Treatment Plant

Contractor must be able to install, remove, set-up, stroke and calibrate the following equipment with regards to the DIRTY DRAINS TREATMENT PLANT

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- a) Install, remove calibrate or bench calibration and testing of
- Wika pressure gauges.
 - Endress & Hauser Prosonic M level transmitters
 - Multiranger 200 level transmitter for open channel measurement (V-notch)
 - ABB conductivity analysers as well as correct installation of conductivity probes
- b) Do fault finding on local/remote stop start stations. Telemaganique switches.
- c) Install, remove, test and stroke checking of Rotork IQ electric actuators

1.3.2.7 Coal Plant

- a) Tippler Positioner

Please note wherever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- Install, remove, Calibrate test and fault find of:

- hydraulic power Pack Modules
- Field Instruments
- Switches,
- Solenoid valves,
- Valves,
- Encoders
- Spider stand-alone controller

- b) Weigh bridge (Coal Stack yard and security)

To maintain and clean all weigh bridge field instruments, junction box, cables and scale integrators

- Load cells fault finding and replacement.

- Load cells cables fault finding and replacement
- Load cells junction boxes fault finding and replacement
- Weigh bridge scale integrator fault finding.
- Scale integrator 24 volts supply fault finding and replacement.

c) General

To be involve to every modification taking place at any weigh bridge on site. **Four on** coal stack yard and **one** at the security gate.

NB:

Computer section and Eskom will attend to:

- The weigh bridge computers and software fault finding.
- The weigh bridge network systems
- General all computer peripherals.
- **NOTE:** weigh bridge scale integrators belong to the contractor.

d) TIPPLER DAMPERS:

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

○ Install, remove, Calibrate test and fault find of:

- hydraulic power Pack Modules
- Field Instruments
- Switches,
- Solenoid valves,
- Valves,
- Encoders

○ Test Local Control Stations (LCS)

e) COAL PLANT CONVEYORS

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

○ Install, remove, Calibrate test and fault find and maintain of all Long Line Protection including the following:

- Field Instruments,
- Field Devices,
- Long line Cable,
- Head End Control Units,
- Magnetic Separators
- Massmeters
- Metal Detectors
- Blocked Chute Detectors
- Local Control Stations (LCS)
- Cables to the Junction Boxes
- Pull Keys
- Primary Devices
- Belt Misalignment and tear devices
- End Units

f) DC, BUFFALO AND HYDRAULIC DRIVE FEEDER CONVEYORS

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- Install, remove, test calibrate and maintain coal plant DC, Buffalo and Hydraulic drive feeder conveyors long line protection:
 - Field Instruments
 - Field Devices
 - Long Line cable
 - Head End Control Unit
 - Local Control Stations
 - Cables to Junction Boxes
- Install, remove and testing maintain all Hydraulic Power Pack field instruments,
 - Control Modules,
 - Valves,
 - solenoid valves,
 - switches
 - Transmitters
- Ensure that the DC Drives input and output signals from the Junction Boxes to the DCS are monitored and maintained.

g) COAL PLANT MOVING HEADS

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- Install, remove testing and maintain all moving head long line field instruments,
 - Field devices,
 - Long line cable,
 - Head End Control unit,
 - Local Control Station (LCS)
 - Limit switches,
 - Ultimate switches,
 - Cables to junction box,
 - Cables to the DCS connection units up to the fuse

h) HYDRAULIC PROPORTIONAL GATE

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- Install, remove testing, calibrate and maintain all hydraulic power pack field instruments,
 - Control modules,
 - Valves,
 - Solenoids valves,
 - Switches
 - Transmitters

i) SILO'S BINS AND BUNKERS

Please note where ever 4-20mA, digital or 24Vdc signals are been transmitted, the contractor will be responsible for the instrument as well as the signal cabling right up to and including the fuse on the connection unit inside the DCS. No further maintenance will be required beyond this point

- Install, remove testing calibrate and maintain all coal silos, bins and bunker field instruments.

- All Local Control Station (LCS),
- Limits or level switches,
- Level transmitters,
- Cables to junction box,
- Cables to DCS connection units up to the fuses

1.3.2.8 Ash Plant

1. Phasing

Phasing of Ash Plant C&I.

Ash plant areas of responsibility as per Maintenance Philosophies

- 1) Unit 1 to 6 SSC Unitised Siemens Control
- 2) Two Ash Stackers and One Emergency Ash Stacker
- 3) Outside Plant Ash Conveyors and Moving Heads and Chutes :
 - a. Transverse
 - b. Coarse Ash Conveyors, Flopper Chutes
 - c. Overland
 - d. Cross
 - e. Extendable
 - f. Shift able
 - g. Link
 - h. Boom
 - i. Install, Remove, Calibrate, Test, Clean and fault find of:
 - Hydraulic power Pack Modules
 - Field Instruments
 - Switches,
 - Solenoid valves,
 - Valves,
 - Encoders
 - Local Control Stations (LCS)
 - Junction Boxes
 - Field and Trunk Cables
 - j. Install, remove, Calibrate, Test, Clean and fault find and maintaining of all CT Systems Long Line Protection including the following:
 - Field Instruments,
 - Field Devices,
 - Long line Cable,
 - Head End Control Units,
 - Magnetic Separators
 - Mass meters
 - Metal Detectors
 - Blocked Chute Detectors
 - Cables to the Junction Boxes
 - Pull Keys
 - Primary Devices
 - Belt Misalignment and tear devices

- End Units

2. Generic To Coal & Ash C&I

- Conveyor Long Line Protection CT Systems HECU and Field Devices from the Device to the HECU and to the Control Room/Engineering Room

3. Generic To Coal, Ash, Water Treatment Plant, Condensate Polishing Plant, Main Cooling System Cooling Water Treatment Plant Low Pressure Services, Dirty Drains Treatment Plant C&I

- All C&I equipment to be maintained according to the Majuba Power station maintenance philosophy.
- Modifications:
 - Contractor responsible for all installation and commissioning of hardware
 - Pulling of cable and termination until the DCS RV8 terminals
 - Installation of junction boxes
 - Installation of field equipment

1.4 Employer's requirements for the service

1.4.1 Extent of the Scope

The scope of the Contract is to perform C&I Maintenance on the Boiler, Turbine, Hydrogen, Water treatment, Coal and Ash plants in a safe, efficient and effective manner, to meet the demands of Majuba Power Station.

NOTE: It is expected from the *Contractor* to ensure that the Boiler, Turbine, Water treatment, Ash, Coal and Hydrogen plants instrumentation are available and reliable to such an extent that ZERO load losses have to be taken on the Units due to the Control and Instrumentation issues.

KPI's like plant Availability, Reliability, Outstanding Work orders, Rework, Plant Trips, Load losses, will be measured to determine the successful performance of the plant areas.

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BCEA	Basic Conditions of Employment Act
C&I	Control and Instrumentation
CPP	Condensate Polishing Plant
DCS	Digital Control System
DCP	Digital Control Panel
FPG	Functional Plant Group
FFFR	Fuel Fire Fossil Pulverised
H2	Hydrogen
HV1	High Voltage 1

INO	Initial Notice of Occurrence
LCM	Local Control Monitor
PM	Plant Maintenance
LCS	Local Control System
PPE	Personnel Protective Equipment
QCP	Quality Control Plan
SAE	SAE
SD&L	Supplier Development and Localisation
SMP	Standard Maintenance Package
SOW	Scope of Work
UCLF	Unplanned Capability Loss Factor

2 Management strategy and start up.

2.1 Maintenance Philosophy

2.1.1 Running/ Routine Maintenance

Running maintenance inspections is seen as the Daily walk downs that will be done by the Contractor. During these walk downs technician/ artisans will do inspections while the plant is in operation. All defects or potential failures will be recorded in SAP as a base for recording. The Inspections will be documented by the Contractor.

The defects will be listed and corrective actions will be planned according to the priority of the defects. The detailed planning of critical/ major activities, together with, Standard Maintenance Package (SMP) including QCP's and risk assessments will be done by the Contractor and approved by the Employer's representative (Eskom Plant Supervisor). Where Permits to Work are required, the work will be planned with the Production Manager of Majuba P/S via the Employer (Eskom Plant Supervisor).

2.1.2 Planned Maintenance

Planned maintenance schedules initiated by Employer will be followed to prevent any potential breakdowns or failures of equipment.

Planned outages are provided on the Units, Tippler and Ash stacker and ash belts on a 3 yearly interval for 14 days and 6 yearly intervals for 90 days. It is expected that the contractor will execute defects in the units and common plant that are on outage and also executes planned work for outage on the units and common plant provided by the system engineer

Outage Scope of work:

The contractor is expected to provide additional resources including one QC inspector to execute the C&I outage scope of work for GOs/IN/IR.

- The IR's which are normally 28 days, additional of 8 artisans will be required.
- The MGO/GO 's which is normally 49-63 days additional of 10 artisans will be required
- IN's which is normally from 7-14 days additional of 4 artisans will be required

The required employees to meet the minimum requirements in terms of experience and qualifications: N4 plus trade and 2 years' experience in Control and instrumentation

NOTE: The employer will not be liable to pay or compensate the contractor on reworks, the contractor to ensure that the quality of the executed scope meet the business expectation, and that everything is done correct the first time.

The table below is an indication of the Outage Schedules:

OutageID	Outage Code	Station	Unit	Planned/Actual Start Time	Planned/Revi sed End Time	MW Loss	MW Loss Percent	Outage Description	Status	Planned Duration
43407	MJ04UST- 07-04-2023	Majuba	4	2023/04/07 22:00:00	2023/04/1 0 05:00:00	663	100	Repair drain pipe leak	SCHED	2.29
19091	MJ01UIR- 10-08-2023	Majuba	1	2023/08/10 00:00:00	2023/09/0 6 23:59:00	606	100	IR	ROLLS CHED	28.00
19093	MJ06UMO- 08-12-2023	Majuba	6	2023/12/08 00:00:00	2024/03/1 6 23:59:00	663	100	Mini GO and Boiler Scope	ROLLS CHED	100.00
19095	MJ05UIN- 21-12-2023	Majuba	5	2023/12/21 00:00:00	2024/01/0 3 23:59:00	663	100	BTI	ROLLS CHED	14.00
19087	MJ02UIR- 01-04-2024	Majuba	2	2024/04/01 00:00:00	2024/04/2 8 23:59:00	606	100	Interim repairs	ROLLS CHED	28.00
19097	MJ03UGO- 09-05-2024	Majuba	3	2024/05/09 00:00:00	2024/09/0 5 23:59:00	606	100	GO and C&I Upgrade	SCHED	120.00
19098	MJ06UIN- 20-05-2024	Majuba	6	2024/05/20 00:00:00	2024/06/0 2 23:59:00	663	100	BTI	SCHED	14.00
19096	MJ04UIR- 23-05-2024	Majuba	4	2024/05/23 00:00:00	2024/06/1 9 23:59:00	663	100	Interim Repairs	SCHED	28.00
21919	MJ01UIN- 21-08-2024	Majuba	1	2024/08/21 00:00:00	2024/09/0 3 23:59:00	606	100	Boiler inspecti on	SCHED	14.00
21920	MJ05UIR- 27-04-2025	Majuba	5	2025/04/27 00:00:00	2025/05/2 4 23:59:00	663	100	IR	SCHED	28.00
21924	MJ06UIR- 31-07-2025	Majuba	6	2025/07/31 00:00:00	2025/08/2 7 23:59:00	663	100	IR	SCHED	28.00
19092	MJ02UIN- 01-08-2025	Majuba	2	2025/08/01 00:00:00	2025/08/1 4 23:59:00	606	100	BTI	SCHED	14.00
21925	MJ01UGO- 05-09-2025	Majuba	1	2025/09/05 00:00:00	2026/01/0 2 23:59:00	606	100	GO	SCHED	120.00
21922	MJ04UIN- 10-02-2026	Majuba	4	2026/02/10 00:00:00	2026/02/2 3 23:59:00	663	100	Boiler inspecti on	SCHED	14.00
21927	MJ03UIR- 07-03-2026	Majuba	3	2026/03/07 00:00:00	2026/04/1 0 23:59:00	606	100	IR	SCHED	35.00
21930	MJ02UIR- 13-04-2026	Majuba	2	2026/04/13 00:00:00	2026/05/1 7 23:59:00	606	100	IR & Hydro	SCHED	35.00
21921	MJ02UGO- 15-09-2026	Majuba	2	2026/09/15 00:00:00	2027/01/1 2 23:59:00	606	100	GO	SCHED	120.00
21926	MJ05UIN- 23-11-2026	Majuba	5	2026/11/23 00:00:00	2026/12/0 6 23:59:00	663	100	BTI	SCHED	14.00
21929	MJ06UIN- 26-02-2027	Majuba	6	2027/02/26 00:00:00	2027/03/1 1 23:59:00	663	100	BTI	SCHED	14.00
21931	MJ01UIN- 04-07-2027	Majuba	1	2027/07/04 00:00:00	2027/07/1 7 23:59:00	606	100	BTI	SCHED	14.00
21928	MJ04UGO- 24-08-2027	Majuba	4	2027/08/24 00:00:00	2027/12/2 1 23:59:00	663	100	GO	SCHED	120.00
21933	MJ03UIN- 21-09-2027	Majuba	3	2027/09/21 00:00:00	2027/10/0 4 23:59:00	606	100	BTI	SCHED	14.00

2.1.3 Corrective and Breakdown Maintenance

All unpreventable and unforeseen plant failure occurrences, replacement of damaged plant and equipment are included.

It is the Philosophy of the Eskom works Management process that Planned Maintenance takes precedence over Breakdown Maintenance.

The Contractor is to ensure that there is sufficient manpower available to perform breakdown work without interrupting planned Maintenance activities.

The Authority for determining the criticality of Work rests with the Production Managers, repairs to plant on breakdown are to start as soon as possible and continue until the plant is back in operation. Except for safety reasons the Production manager's permission is required to postpone breakdown work.

2.1.4 Unplanned/ Opportunity Maintenance

Units 1-6 and common plant maintenance

Maintenance Opportunities are sometimes provided on short notice when a Unit comes down for repairs it is expected that all outstanding work on the units is planned in readiness for execution on short notice and that when the Unit returns to service that there are no outstanding Work orders Planned or Corrective. It is expected that there will be no Faults on the plant when it returns to service.

2.1.5 Repair Times

Eskom's policy regarding priority of work is as follows:

Priority 1	24 hours to effect the repair
Priority 2	72 hours to effect the repair
Priority 3	Planned and completed within 3 weeks
Priority 4	Execute all defect during outage opportunity

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:
Overall contract progress and feedback	Monthly	Majuba Station Power	Contractor, Supervisors, Contractor's Manager
Pre-job briefs	Daily(Monday – Friday)	Majuba Station Power	Contractor and his subordinates
Contractor Safety meeting	Monthly	Majuba Station Power	Contractor and his subordinates
Assessment meeting	Monthly	Majuba Station Power	Employer, Contractor Manager
Prioritization meetings	Daily (Monday – Friday)	Majuba Station Power	Production managers, Contractors, Supervisors, Technicians

The *Contractor* will attend the monthly safety meetings and any other daily meeting required by the *Employer*. (Venue, time and date will be confirmed). Service providers will attend daily toolbox/feedback meetings with the respective supervisors and any other legitimate meeting as stipulated by the employer, e.g. Statutory safety meetings, Work team sessions, Work stoppages.

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

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

2.3 Contractor's management, supervision and key people

SKILL	GRADE AND RELATED EXPERIENCE	MINIMUM QUALIFICATION
• 5x Technicians	T11 and minimum of 3 years of relevant experience	National Diploma in Electrical Engineering
• 18 x Artisans	T09 and minimum of 2 years of relevant experience	N4 and Trade test certificates
• Site Supervisor	T13 and minimum of 4 years of relevant experience	N6 Technical Diploma/S4
• Safety officer	Minimum of 2 years related experience	SAMTRAC
• 3 x QC Inspector	T11 and minimum of 3 years of relevant experience	National Diploma in Electrical Engineering (L/C) / N4 and Trade test certificates. Quality certificate (advantage)

The Contractor and Employer ensures that only competent persons be allowed to work on plant. The Employer's Service Manager is entitled to verify the qualifications of the Contractor.

The Contractor must be knowledgeable about the conditions and scope of work contained in the contract and capable of executing the scope of work.

The Employer may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Employer.

2.4 Technical Service/ Outputs required Unit 1 to 6 and the Common Plants

2.4.1 C & I Maintenance Services to be performed by the Contractor

The following is a summary of the tasks expected from the contracted C & I Maintenance services:

- Calibrate field instrumentation / valve actuators during normal operation, as well as outages.
- Advance Fault finding on malfunctioning plant and Equipment.
- Assist operations during unit light ups.
- Development to training material.
- Development and Updating of Procedures and QCP's.
- On job training and Coaching/Mentoring of work Colleagues (C&I).
- Incident Investigations and root cause analyses.
- Report Writing.
- Development of work Packages.
- Planning of work schedules (outages, opportunity Maintenance, planned overtime, etc.)
- Outage Representation and Co-ordination of FPG Scope of Works.
- Stand by duties on Associated Plant.

- m) Remove, replace, calibrate and re-commission instrumentation during outages.
- n) New installations for minor modifications.
- o) Replacement of faulty cabling.
- p) No re-work after planned, routine and breakdown repairs allowed.
- q) No UCLF caused due to poor workmanship.
- r) Ageing works orders, work orders outstanding less than 3 days.
- s) Work order turnaround time less than 2 days.
- t) Contractor will be expected to know his plant at all times.
- u) Contractor must adhere to working times as stipulated in the contract.

2.4.2 Technical service/ output expected from a Technician.

Note: working plant area can change pending the requirement of skills in specific areas. No change allowed without the written approval of the *Employer's Representative*.

Duties

Maintenance responsibilities on above plants include:

- a) Planned Maintenance (PM) according to PM Schedules (C&I)
- b) Daily Plant Inspections
- c) Updating of Records / Registers and Calibration Certificates.
- d) Assisting in compilation of Written Safe Work Procedures
- e) Breakdowns
- f) Minor / Major outages
- g) Provide technical assistance during re – commissioning during outages
- h) Preservation Maintenance on extended cold reserve Units
- i) Assisting in modifications to be done on the plant.
- j) Personnel to be authorized as per FPG requirements i.e. Plant Safety Regulations (GGR-0992), HV1, and H2 Plant etc.
- k) Assist in Station Audits
- l) Assist with implementation and investigation of INO Actions, Major Actions, Audit Actions and Trip Actions.
- m) Provide training to trainees or newly appointed persons.
- n) If the need arises to have work completed during hours after normal working hours and on weekends, including emergencies.
- o) The contractor shall abide to any lawful legal instruction issued by the Employer as needed to maintain a sustainable Maintenance department.

2.4.3 Technical service/ output expected from an Artisan.

Note: working plant area can change pending the requirement of skills in specific areas. No change allowed without the written approval of the *Employer's Representative*.

2.4.3.1 Duties of Artisans/Technicians

Maintenance responsibilities on above plants include:

- a) Planned Maintenance (PM) according to PM Schedules (C&I)
- b) Daily Plant Inspections
- c) Updating of Records / Registers and Calibration Certificates.
- d) Assisting in compilation of Written Safe Work Procedures
- e) Plant Breakdowns
- f) Minor / Major outages
- g) Provide technical assistance during re – commissioning during outages
- h) Preservation Maintenance on extended cold reserve Units
- i) Assisting in modifications to be done on the plant.
- j) Personnel to be authorized as per FPG requirements i.e. Plant Safety Regulations (GGR-0992), HV1, and H2 Plant etc.
- k) Assist in Station Audits
- l) Completion of DCF's for spares
- m) Assist with implementation and investigation of INO Actions, Major Actions, Audit Actions and Trip Actions.
- n) Provide training to trainees or newly appointed persons.
- o) If the need arises to have work completed during hours after normal working hours and on weekends, including emergencies.
- p) The contractor shall abide to any lawful legal instruction issued by the Employer as needed to maintain a sustainable Maintenance department.

2.4.4 General

- a) Perform standby duties and overtime as per the standby roster for a period of 7 days per standby period to assist during breakdowns after hours as well as during unit return to service after two shifting/outages (included in monthly fee).
- b) The standby roster will be used to regulate standby periods.
- c) Personal protective equipment to be supplied by the Contractor.
- d) All site regulations to be adhered to with regards to safety and environmental.(Cardinal Rules)
- e) The maintenance supervisor will do task scheduling for planned maintenance, outage and urgent work.
- f) The *Contractor* remains the employer of his employees as defined in the OHS Act and are fully responsible for the well-being and actions of the C&I personnel. This includes the performance of the individuals.
- g) Due to the criticality of the work the individuals are subject to the *Employers Representative* approval.
- h) The *Contractor* and his employees are required to conduct themselves at all times in a proper and orderly manner whilst on the *Employer's* premises.
- i) All planned overtime must be pre-approved by Employer in writing prior to work being executed.
- j) Contractors must have a code 08 driver's license.

2.5 Police Clearance

All Contractor personnel are to undertake police clearance. The Contractor provides certificates to the Service Manager at least 2 weeks before commencement of work. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on the site might create an

unsafe and insecure environment to Majuba Power Station. The following website can be used to guide the process, http://www.saps.gov.za/services/applying_clearance_certificate.php

2.6 Supplier Development and Localisation Requirements (SD&L)

2.6.1 Recruitment of General Labour

The Contractor recruits 100% of all new recruits, of general labour from Dr. Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request.

In an event that new recruits are not from the defined Dr. Pixley Ka Seme municipality, the Contractor needs to provide proof that the local municipality could not provide proof of such individual.

The Contractor needs to update the Employer as well as the Department of Labour, in the event that there is a staff compliment, e.g. Dismissal, resignation, etc.

The Contractor submits an updated monthly statistics on the 1st day of each month, using the reporting template that is provided by the Services Manager.

2.7 Transporting of staff

Contractor to transport the employees to work as well as on call out, stay over and emergency calls.

2.8 Small, Micro, and Medium Enterprises

The Contractor supports Small, Micro, and Medium enterprises by purchasing your material locally where such material is available.

2.9 Documentation control

All communication will be in writing.

2.3.1 Procedures, Records and Reports

The *Contractor* implements the following procedures or paperwork over the first month of this Contract:

- Business Organisation Chart
- Safety procedures

The following policies, procedures and specifications will be complied by at all times

- Site Regulations – Majuba site Regulations
- BIA/RM/STD/01 – Safety, health and environmental requirements to be met by *Contractors* (available on request)
- Eskom Majuba Site transport requirements

2.10 Construction Regulations Documentation control

-
- Majuba Maintenance Quality Manual
- Occupational, health and Safety Act
- Eskom Cardinal Rules
- BIA/QA/STD/01 – Quality requirements for engineering and construction works (available on request)

- All Relevant Majuba Power Station standards, policies and procedures

All quality, health, environmental and safety costs are to be included in the tendered price.

2.11 Invoicing and payment

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

Invoices must be submitted directly to:

Please ensure that all invoices are submitted to email address (invoiceseskomlocal@eskom.co.za) as of 1 October 2017 to ensure payments are processed effectively.

No invoices will be paid if the invoices are sent to site going forward.
and include on each invoice the following information:

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

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

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

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

All invoices are to be submitted to the

Payment will be made electronically 30 days after assessment and receipt of a valid invoice. Payment are made on Friday's only.

2.12 Contract change management

Any work not covered in the Scope of Work will be managed as a compensation event; the *Employer's* Supervisor will issue a task order.

2.13 Training workshops and technology transfer

Contractors may attend training provided by the *Employer* e.g. PSR, first aid, etc. Any other external training for the development of their employees will be the responsibility of the contractor, and for the cost of the contractor.

3 Health and safety, the environment and quality assurance

3.1 Health and Safety Arrangements

3.1.1 General

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the *services*.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The *Service Manager* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Service Manager* is entitled to cause the *Contractor* to discipline his employees and to submit disciplinary action, and submit a report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

The *Contractor* will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan
- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)
- 16.1 and 16.2 appointments

3.1.2 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 must be kept free of obstruction, and not be used for work or storage at any time. Fire-fighting equipment must remain accessible at all times.

In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3803.

Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

3.1.3 Reporting of accidents

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any incidents and any damage to property or equipment must be reported to the *Service Manager* within 24 hours.

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

3.1.4 Barricading and screens

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

All welding, flame cutting and grinding work shall be properly screened to protect persons from any injury.

All gratings shall be covered with adequate protective screening when welding or flame cutting in the vicinity.

3.1.5 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

3.1.6 Safety

The *Contractor* complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the *Employer*. The *Contractor* must furthermore comply with the *Employer's* Safety, health and Environmental requirements for *Contractors*, BIA/RM/STD/01, which is available from the Majuba Documentation Centre.

The *Contractor* will carry out work according to Procedure GGR 0992 (Plant Safety Regulations). The *Contractor* will qualify his supervisors to take out permits on the *Employer's* permit to work system in order to always have one authorised person available to take out permits per shift.

The *Contractor* will conform to all rules and regulations applicable to Plant Safety and shall complete a proper risk assessment and Worker's Register prior to working on the plant.

The *Contractor* will ensure that his representatives are duly authorised in terms of the Plant Safety Regulations as a responsible person upon commencement of work.

The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations.

The *Employer* will provide the Plant Safety Regulation training to the *Contractor*.

The *Employer* shall make a copy of the Plant Safety Regulations available to the *Contractor*.

The *Contractor* will attend monthly safety meetings, and conduct monthly safety meetings with staff.

The *Contractor* provides all personal safety equipment, including safety belts and harnesses

The *Contractor* will appoint a full time safety officer for the entire duration of the contract.

The *Contractor* will adhere to the Eskom cardinal rules.

The *Contractor* will not be allowed to transport any of it's workers in open vehicles to and from site as prescribed in the Eskom safety policy.

3.2 Environmental constraints and management

Environmental Management

The *Contractor* should adhere to the Majuba Power Station Environmental Management System that must meet the requirements of ISO 14001:2004.

The EMS requirements are detailed in the latest revision of the following documents, which are available from the Majuba Power Station Documentation Centre or Internal Web site, and include:

Environmental Management Policy **BIA/ENV/04**

Environmental Management System Manual **BIA/ENV/03**

Waste Management at Majuba **BIA/ENV/01**

Oil Spill Management at Majuba **BIA/ENV/02**

Environmental Legal Register (List of Environmental Legislation applicable to Majuba) **ENG/ENV/01**

The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Majuba Power Station's EMS for the duration of this contract.

If there is uncertainty around any environmental issues, the Environmental Department at Majuba Power Station may be contacted.

All work complies with the relevant environmental regulations. The works may include the use of some toxic or hazardous substances during normal and routine maintenance activities. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the *Contractor* in accordance with the applicable law.

3.3 Quality assurance requirements

3.3.1 Quality Requirements

The *Contractor* will comply with the *Employer's* Quality Requirements.

Quality requirements include visual inspection by the *Employer*, who will be entitled to witness progress of work at any time.

The *Employer* may, by arrangement, inspect completed work. If, in opinion of the *Employer*, the work does not comply with the quality requirements expected from the *Contractor*, the *Employer* shall instruct the *Contractor* to rectify the faults. The *Contractor* will comply with the instructions.

The *Contractor* will additionally comply with the *Employer's* Quality Requirements as specified in Standard **BIA/QA/STD/01**. This includes the *Contractor's* ISO 9001 Registration Certification of Compliance

The *Contractor* must possess an accredited Quality Management System. A pre-approved Quality Control Plan (QCP) is to be used for the tasks at hand.

3.3.2 Quality Control Documents

All quality control documentation must be submitted to the Project Manager/ *Employer's* Representative/ *Employer's* Agent within two weeks after contract award for written approval.

3.3.3 Personal Competency

Proof of the *Contractor's* personnel competency in terms of Regulation 18 (5 and 6) of the OHS Act is required by the *Employer*.

4 Procurement

4.1 Subcontracting

4.1.1 SUPPLIER DEVELOPMENT AND LOCALISATION (SD&L)

Recruitment of General Labour

The *Contractor* recruits 100% of all new recruits, of general labour from Dr Pixley Ka Seme local Municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request

In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the *contractor* needs to provide proof that the local municipality could not provide such individual.

The *contractor* needs to update the *employer* as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc

The *contractor* submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

Transporting of Staff

The *Contractor* must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

SMMEs

The *Contractor* supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available.

4.1.2 Supplier Development and Localisation (SD&L) Initiative

Localization

Criteria	Weight	Target	Proposed Target	Weighted Score
Procurement from Local Content to SA	50.0%	100%	100%	50.0%
Enterprise Development (Subcontracting portion will be used to ensure that smaller companies gain experience in the C&I Industry)	50.0%	30.0%	30%	50.0%
TOTAL	100%			100%

Job Creation

Number of Jobs to be created	22
Number of Jobs to be retained	7

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

In the event that the contractor fails to achieve his/her SD&L committed targets a penalty clause of 2.5% Retention shall apply.

4.2 Subcontracting

The *Contractor* may not use a Subcontractor unless a written request is made to the *Employer* and approval is given. All terms and conditions applicable to the *Contractor*, will also apply to the approved Subcontractors e.g. legal requirements, appointments, authorisations, safety, quality and therefore all relevant documentation must be submitted in order for the *Employer* to consider the Subcontractor for approval.

Additionally, the prices listed in the price list will remain unchanged if any Subcontractors are used

4.3 Plant and Materials

4.3.1 Correction of defects

Priority 1	24 hours to effect the repair
Priority 2	72 hours to effect the repair
Priority 3	planned and completed within 3 weeks
Priority 4	Execute all defect during outage opportunity

If the inspections reveal that there is a requirement to replace the defective components. Eskom Majuba will provide such components to the contractor/ client e.g. Thermocouples, switches, analysers, cabling etc.

4.3.2 Plant & Materials provided "free issue" by the Employer

Scaffolding, forklifts and/or cranes will be provided without cost to the *Contractor* upon the *Contractor's* request, if available at the time. These may only be installed/ operated by persons who have authorisation to do so.

If the inspections reveal that there is a requirement to replace the defective components. Eskom Majuba will provide such components to the contractor/ client e.g. Thermocouples, switches, analysers, cabling etc.

5 Working on the Affected Property

Whilst working on site the Contractor will adhere to all Eskom and Majuba Power Station site regulations.

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

The entry to site is only approved once the following are adhered to:

- a) The Contractor's safety file is to be approved by the Employer's Safety department
- b) The Contractor's works information requirements including quality requirements are verified and approved by the Quality Department before commencement of the work
- c) All personnel must undergo screening for criminal records and outstanding warrants
- d) Site-specific induction is to be done by all personnel
- e) Refer to the General Works Information

5.2 People restrictions, hours of work, conduct and records

5.2.1 C&I plant areas:

The Contractor is to ensure that provision is made for a standby crew in the event that there is more work than can be reasonably managed by one Team.

It will be expected that the Contractor also work 12 hour shifts that will be compensated on the existing overtime rates if there is a need such as return to service of the units from outage, or on plant recoveries that needs C&I personnel 24 hours on site

5.2.2 Normal working hours

Monday – Thursday : 07h30 – 16h45
Friday : 07h30 – 12h30
Lunch Times : 12H30 – 13H00

5.2.3 Overtime

Contractor will be expected to work overtime if needed to complete required work on any kind of opportunity.

- a) Overtime rules should be adhered to as determined by the Department of Manpower
- b) All planned work or weekend opportunity maintenance
- c) All time-sheets are to be kept for records purposes

5.2.4 General

- a) The Basic Conditions of Employment (BCEA) will apply.
- b) Annual Leave will be a maximum of 21 consecutive Days per Calendar Year as and when agreed on by the Employer.
- c) Sick Leave is a maximum of 14 days per Calendar Year and contractor must report sick leave to the relevant FPG supervisor personally.
- d) Overtime will be managed by the Contracts supervisor and approved by the Contracts Manager. Leave forms must be completed for all leave granted.
- e) Overtime remunerations will be as per eskom condition of service.
- f) A maximum of 40 hours will be paid for during any month. Overtime will be remunerated, hour worked for will be hour paid. Overtime will be dealt with as a compensation event. The key persons will be required to be on standby for a one week period per month (included in monthly fee).
- g) This includes a standby period of 1 week.
- h) Termination of Contract by Employer due to lack of performance by the contractor will be a Maximum Notification period of 30 Days.
- i) Criminal acts by the Contractor or staff is grounds for termination.
- j) If the Contractor does not correct a defect in a manner which minimizes the adverse effect on the Employer or others, the Employer may, after first notifying the Contractor, have the defect corrected by other people and the Contractor pays the Employer's costs of the correction.
- k) All transport will be the responsibility of the Contractor.

All faults on Plant under "Description of Services" are attended to as soon as faults are reported.

- The defects will be listed and corrective actions will be planned according to the priority of the defects.
- Where permits are required the work will be planned with the production manager.

- Where history needs to be captured, Works Orders will be generated on the Sap system and history will be captured on the works orders.
- The *Contractor* shall comply with all local and statutory labour laws (LRA, BCEA, UIF etc.) and agreements and shall promptly attend to any labour grievances that may arise. The *Contractor* shall not remunerate his employees at less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- The Employer will have the right to conduct audits on remuneration packages paid out to the respective Majuba Maintenance contractors.

5.3 Site services and facilities

5.3.1 Accommodation

The Employer does not supply accommodation. The Contractor must provide accommodation for his employees and costs for this must be included in the contract prices. Provided that the skill is outsourced of the five feeding areas of Pixley Ka Seme.

5.3.2 Messing Facilities

The Employer does not provide meals.

5.3.3 Medical Facilities

- a) Employer's Medical Centre and facilities will be available for use at any time in case of injury.
- b) All injuries must be reported to the service manager Before end of shift/COB
- c) The Employer shall be entitled however to recover the costs incurred in respect thereof from the Contractor/Subcontractor.

5.4 Cooperating with and obtaining acceptance of others

The cross reference from core clause 25.1 about cooperation generally as well as details about others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of others.

5.5 Records of Contractor's Equipment

The **tools and transport for performing the services** are to be supplied by the Contractor. All the Contractor's power tools and equipment must be on a planned maintenance schedule and must be inspected before dispatched to Majuba Power Station.

The Employer shall provide for all measuring equipment used on the plant, maintain the calibration schedules.

Access to site with equipment and tools will only be granted upon the submission of a printed tool/equipment list to the security department. Any items not on the list and brought onto site, may not be removed from site thereafter.

Contractor to provide general tools as per the C&I artisan/technician tool list, including multi-meters with valid calibration certificates. All special tools such as calibration equipment, test gauges and test equipment will be provided by Majuba Maintenance department. These test equipment provide by the Employer to the service provider, remains the Employer's assets, and shall be replaced by the service provider in case of a loss.

Any other resources to execute the job example scaffolding/welding will be arranged by Majuba service providers, the employee will remain the Responsible Person to request such services via the approved Majuba processes.

5.6 Equipment provided by the Employer

All special tools such as calibration equipment, test gauges and test equipment will be provided by Majuba Maintenance department.

Contractor to supply employees with PPE such as is Overall suite, socks, hard hat, safety shoes and warm jackets.

Special PPE such as ear plugs, goggles, dust masks, breathing apparatus and gloves will be supplied by the Employer (**Service provider not to quote on these**)

6 Low Performance Damages

The *Contractor* will be Subject to low Performance Penalties as indicated in The Service Level Table below: Such incidents to be confirmed in writing by both parties (Employer and service provider's representative), prior the monthly assessment/deduction.

No.	Description	Employer's Requirement	Damages payable by Contractor
1	Approval of safety file	Approved before contractor starts to work	
2	Approval of Quality Management System	Approved before contractor starts to work	R500.00 per day without approved quality file.
3	(PSR & FFFR), where applicable.	30 % of staff compliment to be PSR/FFFR authorised. Within the first 6 months = 50% PSR/FFFR authorisation, within the first year = 100% PSR/FFFR authorisation.	R750.00 per day without an Authorised Artisan.
5	Arrival on site for call-out	Within 1,5 hours of call-out.	R1000.00 per hour of delay or part thereof.
6	Non Attendance of meetings	Every listed meeting to be attended	R500.00 per incident.
7	Excessive Task Duration	Within the time specified by Contractor's plan as approved By the Employers Representative.	R500.00 per hour of extended Duration or 10% of the monthly contract value whichever value is lower
8	Scheduled Compliance	More than 95%	1% of monthly contract value
9	PM compliance	More than 98%	1% of monthly contract value
10	Statutory work order violation	No violations	5% of monthly contract value
11	P1 work order not closed within 24 hours	Less than 1 outstanding	R1000 for each one per month
12	P2 work order not closed within 48 hours	Less than 3 outstanding	R1000 for each one per month
13	Work order back log	No more than 60 outstanding	R100 for each outstanding
14	Artisan & Technician	All artisans must be Authorised	R2500 per RP per month
15	Major break downs not identified and actioned	All failure that put the plant or redundant plant at risk must be prevented	1% of monthly contract value
16	Planning information not submitted as required	Planning requirements to be met.	1% of monthly contract value

Majuba Power Station is a National Key point and as such strike action and the associated intimidation and other activities associated with industrial action place the power station at risk. The *Contractor* is to ensure that the contracted service is performed regardless of strike and industrial action.