



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC LIMITED (Reg No. 2002/015527/30)
and	
for	PROVISION OF C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR A PERIOD OF FIVE YEARS (60) MONTHS
Contents:	
Part C1	Agreements & Contract Data
Part C2	Pricing Data
Part C3	Scope of Work
INVITATION TO TENDER NO.	

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	
C1.1	Form of Offer and Acceptance
C1.2a	Contract Data provided by the <i>Employer</i>
C1.2b	Contract Data provided by the <i>Contractor</i>

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:

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	The offered total of the amount due inclusive of VAT is ¹	R

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

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

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

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)	Christopher Nani		
Capacity	General Manager: Kusile Power Station		
for the Employer	Eskom Holdings SOC Limited Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank		
Name & signature of witness		Date:	

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

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

Note:

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

No.	Subject	Details

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		Christopher Nani
Capacity		General Manager: Kusile Power Station
On behalf of		Eskom Holdings SOC Limited Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Eskom Holdings SOC Ltd Kusile Power Station R545 Kendal/Balmoral Haartebeefontein Farm Witbank
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Kusile Power Station

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

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

11.2(13)	The service is	Provision of C&I Maintenance Labour Service for a period of Five years (60 Months)
11.2(14)	The following matters will be included in the Risk Register	All risks will be identified prior, addressed and registered during the Risk register meeting that will take place as agreed between the parties.
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	1 week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	20th day of each successive month on the completion of work.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	60 days
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

		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	<ul style="list-style-type: none"> Plant Sections unavailability due to sectional plant activities Community and/or site employees' unrest Unavailability of work site security access permits
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
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.

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

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	Johannesburg, South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
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 service level table is in	The penalty of 15% of the task order limited to 15% of the task order, will be deducted should the contractor fails to action the task as required by the Employer or as per the service information.		
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_From_1_April_2014_To_31_March_2015.aspx		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to			
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than	Maximum liability does not exceed the total Prices in the relevant Task Order of this Contract for performing the specific affected		

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

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

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> . Without limitation the <i>Contractor</i> : <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property. • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor</i>'s direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

	<i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete the last paragraph of core clause 61.3 and replace with: If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.
Z9	Employer's limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor</i> 's obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor</i> 's obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor</i> 's obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance**Z 12 .1 Replace core clause 83 with the following:**

Insurance cover	83	
	83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
	83.2	The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.
INSURANCE TABLE A		
Insurance against	Minimum amount of cover or minimum limit of indemnity	
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.	
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer	86																						
	86.1	The <i>Employer</i> provides the insurance stated in the Insurance Table B																					
INSURANCE TABLE B																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 2px;">Insurance against or name of policy</th><th style="text-align: left; padding: 2px;">Minimum amount of cover or minimum limit of indemnity</th></tr> </thead> <tbody> <tr> <td style="padding: 2px;">Assets All Risk</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Contract Works insurance</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Environmental Liability</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">General and Public Liability</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Transportation (Marine)</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Motor Fleet and Mobile Plant</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Terrorism</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Cyber Liability</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Nuclear Material Damage and Business Interruption</td><td style="padding: 2px;">Per the insurance policy document</td></tr> <tr> <td style="padding: 2px;">Nuclear Material Damage Terrorism</td><td style="padding: 2px;">Per the insurance policy document</td></tr> </tbody> </table>		Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	Per the insurance policy document	Contract Works insurance	Per the insurance policy document	Environmental Liability	Per the insurance policy document	General and Public Liability	Per the insurance policy document	Transportation (Marine)	Per the insurance policy document	Motor Fleet and Mobile Plant	Per the insurance policy document	Terrorism	Per the insurance policy document	Cyber Liability	Per the insurance policy document	Nuclear Material Damage and Business Interruption	Per the insurance policy document	Nuclear Material Damage Terrorism	Per the insurance policy document
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Nuclear Material Damage Terrorism	Per the insurance policy document																						

Z13	Nuclear Liability
Z13.1	The <i>Employer</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 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.

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4-hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OEASM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor</i> '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 <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer</i> 's expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

- 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.
- 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.
- 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</i> 's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	Name:	
	Job	
	Responsibilities:	

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

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF FIVE YEARS (60) MONTHS

	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>	8

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

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

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

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*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer*, and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the service for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer*'s risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of 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	UNIT	NO. OFF	QTY	RATE	AMOUNT
	<u>ITEM 1</u>					
1.0	<u>PRELIMINARIES AND GENERAL</u>					
1.1	Site Establishment	Once Off	1	1		
1.3	Entry Medicals	Yearly	18	1		
1.4	Exit Medicals	Once Off	18	5		
1.5	PPE (Once Off)	Yearly	18	1		
1.6	Arch Flash	Yearly	18	5		
1.7	Security / Police Clearance certification	Once Off	18	5		
1.8	Safety File	Once Off	1	1		
1.9	Site Office Container (1 Off Insulated, with Air-Con): 12m x 3m	Once Off	1	1		
1.10	Site Kitchen Container (1 Off): 9m x 3m	Once Off	1	1		
1.11	Site Storage Container (1 Off): 9m x 3m	Once Off	1	1		
1.12	Ablution Unit (Serviced) (2 Off): 9m x 3m	Once Off	1	1		
1.13	Travelling (1 Off Kombi 14-Seater)	Monthly	1	60		
1.14	Site Bakkie (4x4 Double Cab Bakkie)	Monthly	1	60		
	Sub-total Item 1 (P&Gs) carried to Summary					
	<u>ITEM 2</u>					
2	C&I MAINTENANCE SERVICES (SITE RESOURCES)					

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

2.1	<u>NORMAL TIME</u>				
	Normal working hours are working hours that fall within the following periods:				
	Mondays - Thursdays: 07:00 - 16:15				
	Fridays - 07:00 - 12:00				
2.1.1	C&I Maintenance Site Manager (10 years' experience) (1 off)	Hours	1	9780	
2.1.2	C&I Maintenance Technical Supervisor (7-10 years' experience) (1 off)	Hours	1	9780	
2.1.3	C&I Maintenance Technician (7-10 years' experience) (3 off)	Hours	3	9780	
2.1.4	C&I Maintenance Mechanician (5-7 years' experience) (9 off)	Hours	9	9780	
2.1.5	C&I Field Instrumentation Technician (5-7 years' experience) (2 off)	Hours	2	9780	
2.1.6	C&I Maintenance Technician Assistant (0-2 years' experience) (1 off)	Hours	1	9780	
2.1.7	Safety Officer (0-2 years' experience) (1 off)	Hours	1	9780	
	Subtotal Item 2.1 Normal Time				
2.2	<u>NORMAL OVERTIME</u>				
	Normal overtime working hours are working hours that fall within the following periods:				
	Mondays 00:00 - 07:00, Mondays - Thursdays: 16:15 - 07:00				
	Fridays: 12:00 - 23:59				
	Saturdays: 00:00 - 23:59,				
2.2.1	C&I Maintenance Technical Supervisor (7-10 years' experience) (1 off)	Hours	1	3600	
2.2.2	C&I Maintenance Technician (7-10 years' experience) (3 off)	Hours	3	6000	
2.2.3	C&I Maintenance Mechanician (5-7 years' experience) (9 off)	Hours	9	6000	

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

2.2.4	C&I Field Instrumentation Technician (5-7 years' experience) (2 off)	Hours	2	6000		
2.2.5	C&I Maintenance Technician Assistant (0-2 years' experience) (1 off)	Hours	1	6000		
2.2.6	Safety Officer (0-2 years' experience) (1 off)	Hours	1	6000		
	Subtotal Item 2.2 Normal Overtime					
2.3	<u>SUNDAYS & P/H OVER TIME</u>					
	Overtime: Sundays and Public Holidays working hours are working hours that fall within the following periods:					
	Sundays: 00:00 - 23:59					
	Public Holidays: 00:00 - 23:59					
2.3.1	C&I Maintenance Technical Supervisor (7-10 years' experience) (1 off)	Hours	1	1440		
2.3.2	C&I Maintenance Technician (7-10 years' experience) (3 off)	Hours	3	3300		
2.3.3	C&I Maintenance Mechanic (5-7 years' experience) (9 off)	Hours	9	3300		
	C&I Field Instrumentation Technician (5-7 years' experience) (2 off)	Hours	2	3300		
	C&I Maintenance Technician Assistant (0-2 years' experience) (1 off)	Hours	1	3300		
	Safety Officer (0-2 years' experience) (1 off)	Hours	1	3300		
	Subtotal Item 2.3 Sundays & P/H Overtime					
2.4	STANDBY ALLOWANCE					
2.4.1	C&I Maintenance Technical Supervisor (7-10 years' experience) (1 off)	Hours	1	1680		
2.4.2	C&I Maintenance Technician (7-10 years' experience) (3 off)	Hours	3	1680		
2.4.3	C&I Maintenance Mechanic (5-7 years' experience) (9 off)	Hours	9	1680		
2.4.4	C&I Field Instrumentation Technician (5-7 years' experience) (2 off)	Hours	2	1680		

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

2.4.5	C&I Maintenance Technician Assistant (0-2 years' experience) (1 off)	Hours	1	1680		
2.4.6	Safety Officer (0-2 years' experience) (1 off)	Hours	1	1680		
	Sub-total Item 2.4 Standby Allowance carried to Summary					
	Sub-total Item 2 C&I Maintenance Service (Site Resources) carried to Summary					
	<u>ITEM 3</u>					
3.0	<u>C&I TOOLS</u>					
3.1	Gedore tool kit 65 pieces	Once Off	16	1		
3.2	Cable stripper	Once Off	16	1		
3.3	Fluke 177 true RMS multimeter	Once Off	16	1		
3.4	30-piece hex key set	Once Off	16	1		
3.5	Hirschmann wire set	Once Off	16	1		
3.6	Jeweller screwdriver set	Once Off	16	1		
3.7	Instrumentation Tool bag	Once Off	16	1		
	Sub-total Item 3 C&I Tools carried to Summary					
	<u>SUMMARY</u>					
ITEM 1	PRELIMINARIES & GENERAL					
ITEM 2	C&I MAINTENANCE SERVICES (SITE RESOURCES)					
ITEM 3	C&I TOOLS					

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

ITEM 4	SERVICING OF MAJOR CONTROL AND INSTRUMENTATION COMPONENTS						
	Final Summary Total						

SERVICING OF MAJOR CONTROL AND INSTRUMENTATION COMPONENTS

ITEM NO.	MATERIAL NO.	EQUIPMENT SHORT DESCRIPTION	UNIT	QTY	SERVICING RATE	TOTAL AMOUNT
	0579213	SENSOR TEMP:600 DEG C				
	0583425	SENSOR TEMP:0-100 DEG C;MEASURING INSECT				
	0608218	SENSOR TEMP:546 DEG C;OPTICAL;IP20				
	0608219	SENSOR TEMP:600 DEG C;IP20;4-20 MA				
	0608221	SENSOR TEMP:380 DEG C;IP20;4-20 MA				
	0608222	SENSOR TEMP:OTSC310-15M1/0;480 DEG C				
	0608743	SENSOR TEMP:P-10886;610 DEG C;IP20				
	0608745	SENSOR TEMP:OTSC310-15D2/0;480 DEG C				
	0608746	SENSOR TEMP:OTSC310-15P8/0;480 DEG C				
	0608747	SENSOR TEMP:TR88-AB8A1D1CC000TZ1-300MM				
	0608748	SENSOR TEMP:TR88-AB4A1D1CC000TZ1-XMM				
	0608749	SENSOR TEMP:TC88-AB8A1D1CA100TZ1;IP20				
	0608750	SENSOR TEMP:TC88-AB8A1D1CA100TZ1;IP20				
	0621894	MODULE:1KGZ056602;LEVEL SENSOR;RANGE:				
	0621895	MODULE:1KGZ056600;LEVEL SENSOR;RANGE:				
	0621896	MODULE:1KGZ056940;LEVEL SENSOR;RANGE:				
	0621897	MODULE:1KGZ056932;LEVEL SENSOR;RANGE:				
	0621903	MODULE:1KGZ056606;LEVEL				

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

		SENSOR;RANGE:			
	0622001	SENSOR TEMP:TN2531;-40 TO 150 DEG C			
	0622156	SENSOR:1KGZ049812;MEASUREMENT;1-12 PH			
	0629963	MODULE:1KGZ056593;LEVEL SENSOR			
	0633573	SENSOR TEMP:27-6AK1-9264-2U00			
	0633933	SENSOR TEMP:1100 DEG C;TEMPERATURE			
	0634161	SENSOR TEMP:TR88-AB9Y9D1CC009;TA30A			
	0659042	SENSOR, TEMPERATURE:MODULAR RTD ASSEMBLY			
	0659044	SENSOR, TEMPERATURE:MODULAR;600 DEG C			
	0659045	SENSOR, TEMPERATURE:MODULAR;601 DEG C			
	0659046	SENSOR, TEMPERATURE:MODULAR RTD ASSEMBLY			
	0661154	SENSOR TEMP:120 DEG C;PT100;IP55;SCREW			
	0662715	SENSOR TEMP:0-300 DEG C;LEVEL INDICATOR			
	0642067	SENSOR TEMP:3BHB015149R1001;0-100 DEG C			
	0642129	SENSOR TEMP:-30 TO 200 DEG C;BASE			
	0642130	SENSOR TEMP:IDD;0-30 DEG C;BOLTED			
	0634168	SENSOR TEMP:TR88-AB9A1D1CC000;DETECTOR			
	0634170	SENSOR TEMP:TR88-AB002X1CC009;DETECTOR			
	0634172	SENSOR TEMP:TR63-ABEAY9XYYCC0;DETECTOR			
	0643527	SENSOR TEMP:TSP11-Y0Z9M2U4S1D6P5B2B4Y1			
	0643528	SENSOR TEMP:DOUBLE THERMOMETER SUPPL P/N: TSP111-Y0K1M2U2S1D6P5S1B2H4A8			
	0643529	SENSOR TEMP:TSP111-A1K1M2U2S1D6P5S1B2Y1			
	0643530	SUPPL P/N: TSP111-A1K1M2U2S1D6P5S1B2H5A8;SENSOR TEMP:DOUBLE THERMOMETER			
	0643531	SUPPL P/N: TSP111-A1K1M2U2S1D6P5B2B2H2A8T1 SENSOR TEMP:DOUBLE THERMOMETER			

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

0643536	SENSOR TEMP:W-GY15			
0643946	SENSOR TEMP:TEMP2			
0645104	SENSOR TEMP:-40 TO 72 DEG C;FIBER OPTIC			
0646092	SENSOR TEMP:STR-AF1111/17453-1111-310			
0646093	SENSOR TEMP			
0646218	SENSOR TEMP:EET22			
0647067	SENSOR TEMP:F600-2;100 DEG C;MONITOR			
0647583	SUPPL P/N: TC88-AB9A1D1CB100/920MM SENSOR TEMP			
0647584	SUPPL P/N: OTSC310- YYXJ398A9YY+Z1+OTSC310-15J5/0 SENSOR TEMP			
0647585	SUPPL P/N: TC88-AB8A1D1CB100 SENSOR TEMP			
0647586	P/N: OTSC310-YYXJ398A9YY+Z1+OTSC310- 15F3/0 SENSOR TEMP			
0647587	SUPPL P/N: TC88-AB9A1D1CB100/905MM SENSOR TEMP			
0647588	SUPPL P/N: TC88-AB9Y9D1CB10Y/1.068MM SENSOR TEMP			
0647589	SUPPL P/N: TC88-AB9Y9D1CB10Y/1.405MM SENSOR TEMP			
0647590	SUPPL P/N: TC88-AB9Y9D1CB10Y/1.385MM SENSOR TEMP			
0647591	SUPPL P/N: TC88AB002X1CA10Y/1.869MM SENSOR TEMP			
0647592	SUPPL P/N: TC88-AB9Y9D1CA10Y/1.256MM SENSOR TEMP			
0647593	SUPPL P/N: TC88AB002X1CA10Y/1.205MM SENSOR TEMP			
0647594	SUPPL P/N: TC88-AB9Y9D1CA10Y/1.079MM SENSOR TEMP			
0647595	SUPPL P/N: TC88-AB9Y9D1CA10Y/1.451MM SENSOR TEMP			
0647596	SUPPL P/N: TC88-AB9Y9D1CA10Y/1.440MM SENSOR TEMP			
0647598	SUPPL P/N: OTSC310- YYXJ398A9YY+Z1+OTSC310-15N7/0 SENSOR TEMP			
0647599	SUPPL P/N: TR88-AB9Y9D1CC009/1.565MM SENSOR TEMP			
0647600	SENSOR TEMP:SMART FLUX;DIAMETER: 44.5MM			
0647601	SENSOR TEMP:SMART FLUX;DIAMETER: 38MM			

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

0647602	SENSOR TEMP:SMART FLUX;DIAMETER: 38MM				
0647603	SENSOR TEMP:SMART FLUX;DIAMETER: 38MM				
0647604	SENSOR TEMP:SMART FLUX;DIAMETER: 44.5MM				
0647605	SENSOR TEMP:SMART FLUX;DIAMETER: 44.5MM				
0647606	SUPPL P/N: TC88-AB8A1D1CB100 SENSOR TEMP				
0647615	SENSOR TEMP				
0662592	INDICATOR SGHT FLW:LEVEL/TEMPERATURE				
0662652	INDICATOR SGHT FLW:LEVEL/TEMPERATURE				
0662689	INDICATOR SGHT FLW:LEVEL/TEMPERATURE				
0662715	SENSOR TEMP:0-300 DEG C;LEVEL INDICATOR				
0662561	INDICATOR SGHT FLW:LEVEL/TEMPERATURE				
0634168	SENSOR TEMP:TR88-AB9A1D1CC000;DETECTOR				
0634170	SENSOR TEMP:TR88-AB002X1CC009;DETECTOR				
0634172	SENSOR TEMP:TR63-ABEAY9XYYCC0;DETECTOR				
0565803	SWITCH LVL:MWS-ST/SR-11;MICROWAVE;2 A				
0574031	TRANSMITTER LVL:GHM 0250 M D60 1A1				
0574045	TRANSMITTER LVL:7ML5033-1AA10-1A				
0579211	SWITCH LVL:VIBRATING TUNING FORK CONTACT				
0583429	TRANSMITTER LVL:0-400 MM;O/P 4-20 MA				
0583430	TRANSMITTER LVL:0-500 MM;O/P 4-20 MA				
0607312	TRANSMITTER LVL:0-40 M;O/P 4-20 MA				
0609431	TRANSMITTER LVL:5303HA2S1K6BM00650SAE0				
0609433	TRANSMITTER LVL:FMR250-AEE2GGJAA2K				
0609481	SWITCH LVL:FTM50-AGG2A5A32SA1;8-16 MA				
0621772	TRANSMITTER LVL:0-400 MM;O/P 0-20 MA				
0622174	TRANSMITTER LVL:1KGZ056589;0-2 M;CABLE				
0622175	TRANSMITTER LVL:1KGZ056588;0-2 M;CABLE				
0622176	TRANSMITTER LVL:1KGZ056601;0-8 M;NPT				
0623933	SWITCH LVL:MAGNETIC FLOAT;24 VDC;SPST				

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

0634042	SWITCH LVL: TILT; 0-60 DEG C; 230 VAC; 3 A				
0634050	TRANSMITTER LVL: ENS3216-3-0520-000-K				
0636064	TRANSMITTER LVL: 0-23 M; O/P 4-20 MA				
0636065	TRANSMITTER LVL: 0-20 M; O/P 4-20 MA				
0636066	TRANSMITTER LVL: 0-30 M; O/P 4-20 MA				
0636385	TRANSMITTER LVL: FMU30-10A1/0; 0-8 M				
0636424	TRANSMITTER LVL: PMP71ABA1KC1GHA9E				
0636426	TRANSMITTER LVL: 0-300 KPA; O/P 4-20 MA				
0637178	SWITCH LVL: VIBRATION FORK; 50 DEG C				
0639567	SWITCH LVL: FTI56-AAB2RVJ42A1A; 55 VDC				
0639568	SWITCH LVL: TYPE4; CAPACITANCE; 230 VAC				
0640287	SWITCH LVL: RELAY; 200 MM; 4-20 MA; DPDT				
0641894	SWITCH LVL: BP-H24-Z11; ROLLER LEVER				
0641926	TRANSMITTER LVL: FMP52-AAACCA0ACHK-JD				
0642897	TRANSMITTER LVL: RHM0650MH021A01-EX; 4W				
0643073	SWITCH LVL: TSCS-901; ELECTRODE; 0-65 DEG C				
0643222	TRANSMITTER LVL: FX62.AAAFD3HKMXX; 0-2 M				
0643436	SWITCH LVL: FTL51-G-GR2-DB7-G5A				
0643542	SWITCH LVL: LS-800-5; SINGLE-POINT				
0643547	TRANSMITTER LVL: TEH				
0644181	SWITCH LVL: OLH-2				
0644182	SWITCH LVL: 31160NN/9				
0644635	TRANSMITTER LVL: FMI51-A1AGDJA3A1A				
0644654	TRANSMITTER LVL: VEGAFLEX 82; 0-1750 MM				
0644883	SWITCH LVL: FDMH16; FLOAT; -10 TO 120 DEG C				
0644885	SWITCH LVL: FD7DFU4S441030KL; RELAY				
0644888	TRANSMITTER LVL: NMC-T21G6E3Y; 265-4000 MA				
0645205	TRANSMITTER LVL: 4193143-0				
0645212	TRANSMITTER LVL: FMI51-A1EGEJB3Y1A0				
0646123	TRANSMITTER LVL: 4FV1CFJAC2A				
0646125	SWITCH LVL: IGQ2BB4G7A				
0646126	SWITCH LVL: IGQ2BB5G7A				
0646173	SWITCH LVL: FTL50-AGQ2AA4G5A				
0646410	SWITCH LVL: 331-016				

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

	0647608	TRANSMITTER LVL			
	0648327	SWITCH LVL:CAPACITANCE;-0 TO 50 DEG C			
	0648328	SWITCH LVL:FLOAT;0-1 BAR 0-80 DEG C;48 V			
	0648384	TRANSMITTER LVL:0-3 M;O/P 4-20 MA;0.8 W			
	0648385	TRANSMITTER LVL:8 M;O/P 4-20 MA;24 VAC			
	0648571	SWITCH LVL			
	0648811	TRANSMITTER LVL:0-6.5 M;O/P 4-20 MA			
	0662226	TRANSMITTER LVL:0-500 MM;O/P 4-20 MA			
	0662567	SWITCH LVL:ELECTRONIC;-0 TO 65 DEG C			
	0662658	SWITCH LVL:OIL LEVEL;-0 TO 65 DEG C			
	0662687	SWITCH LVL:OIL LEVEL;-0 TO 80 DEG C;4 A			
	0665808	TRANSMITTER LVL:0-150 MM;O/P 0-1 MPA			
	0665809	TRANSMITTER LVL:0-150 MM;O/P 5 MPA			
	0666805	SWITCH LVL:FLOAT ACTUATING;230 V;0.5 A			
	0668747	SWITCH LVL:FLOAT;ADJUSTABLE;24-220 VDC			
	0672667	TRANSMITTER LVL:30 M;O/P 4-20 MA;24 VDC			
	0676400	SWITCH LVL:BINARY;1750 MM;19-253 VAC			
	0682761	TRANSMITTER LVL:265-4000 MM;O/P 4-20 MA			
	0626653	THERMOCOUPLE:T1 TEBKSS 30;K;3 MM;950 MM			
	0633290	THERMOCOUPLE:K;11 MM;200 MM;1100 DEG C			
	0634125	THERMOCOUPLE:K;2 MM;2.532 MM;SS;1			
	0634126	THERMOCOUPLE:K;2 MM;2.122 MM;SS;1			
	0634128	THERMOCOUPLE:K;2 MM;2.109 MM;SS;1			
	0634132	THERMOCOUPLE:K;2 MM;2.544 MM;SS;0			
	0634141	THERMOCOUPLE:K;2 MM;2.277 MM;SS;0			
	0634142	THERMOCOUPLE:K;2 MM;2.216 MM;SS;0			
	0634143	THERMOCOUPLE:K;2 MM;2.415 MM;SS;0			
	0634145	THERMOCOUPLE:K;2 MM;2.139 MM;SS;1			
	0634146	THERMOCOUPLE:K;2 MM;2.512 MM;SS;1			
	0634196	THERMOCOUPLE:K;11 MM;300 MM;0			
	0634197	THERMOCOUPLE:K;11 MM;1.604 MM;0			
	0634198	THERMOCOUPLE:K;11 MM;1.203 MM;0			
	0636427	THERMOCOUPLE:K;12 MM;2080 M;NICR/NICKEL			
	0636428	THERMOCOUPLE:K;12 MM;2.835 KM;DOUBLE			
	0636429	THERMOCOUPLE:K;12 MM;2.665 KM;DOUBLE			
	0636430	THERMOCOUPLE:K;12 MM;2.35 KM;DOUBLE			

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

0636431	THERMOCOUPLE:K;12 MM;2235 M;NICR/NICKEL				
0645171	THERMOCOUPLE:GMD2953576R0025;K;2				
0645172	THERMOCOUPLE:GMD2953576R0024;K;2				
0645173	THERMOCOUPLE:GMD2953576R0023;K;2				
0645174	THERMOCOUPLE:GMD2953576R0022;K;2				
0645175	THERMOCOUPLE:GMD2953576R0021;K;2				
0645179	THERMOCOUPLE:GMD2953576R0020;K;2				
0646022	THERMOCOUPLE:206.00996310				
0646023	THERMOCOUPLE:206.00997110				
0665650	THERMOCOUPLE:K;6 MM;402 MM;SS 2.4815				
0665651	THERMOCOUPLE:RTD-PT100;6 MM;402 MM				
0665654	THERMOCOUPLE:K;6 MM;260 MM;0-600 DEG C				
0665658	THERMOCOUPLE:K;6 MM;375 MM;0-600 DEG C				
0665716	THERMOCOUPLE:RTD; PT100;6 MM;402 MM				
0669309	THERMOCOUPLE:K;6 MM;200 MM;0-600 DEG C				
0621441	CONTROLLER ELECTRNC:LOW LEVEL SWITCH				
0621894	MODULE:1KGZ056602;LEVEL SENSOR;RANGE:				
0621895	MODULE:1KGZ056600;LEVEL SENSOR;RANGE:				
0621896	MODULE:1KGZ056940;LEVEL SENSOR;RANGE:				
0621897	MODULE:1KGZ056932;LEVEL SENSOR;RANGE:				
0621903	MODULE:1KGZ056606;LEVEL SENSOR;RANGE:				
0629963	MODULE:1KGZ056593;LEVEL SENSOR				
0621441	CONTROLLER ELECTRNC:LOW LEVEL SWITCH				
0643520	SENSOR:LEVEL				
0643521	SENSOR:LEVEL				
0643532	SENSOR:LEVEL				
0646838	LEVEL:FTR325-A1A1;INDICATOR;NIVOTESTER				
0646839	LEVEL:FDR50-B1GDA;MICROWAVE RECEIVER				
0646841	LEVEL:FQR50-B1GDA;MICROWAVE TRANSMITTER				
0653285	TRANSMITTER, LEVEL				

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

	0653348	TRANSMITTER, LEVEL: INIDATOR				
	0654716	SWITCH, LEVEL				
	0662544	TRANSDUCER:POSITION LEVEL;I/P 110 VDC				
	0636381	DETECTOR RT:PT100;0-100 DEG C;3;NO				
	0649050	DETECTOR RT:-40 TO 400 DEG C;160 MM				
	0242189	DETECTOR RT:TSP131;DUAL;-50 TO 400 DEG C				
	0574050	DETECTOR RT:G RX96-3-80-FM-100-C-4F4S				
	0574872	DETECTOR:TC806B1076;SMOKE;57 DEG C				
	0580207	DETECTOR RT:TMT122-A31BBA;0-150 DEG C				
	0580209	DETECTOR RT:TMT122-A41BBA;RTD-PT100;3				
	0580280	DETECTOR RT:DUPLEX RTD PT-100;3;NO				
	0580281	DETECTOR RT:SIMPLEX RTD-PT100;3;NO				
	0611051	DETECTOR RT:TLSR1-Y8D11H2;PT100;300;2				
	0649307	TRANSMITTER FLW:ELECTROMAGNETIC INDUCTOR				
	0622174	VEGAFLEX 81, coax 2000mm				
	0622175	VEGAFLEX 81, coax 1100mm				
	0622176	VEGASON 62, G2				
	0622221	266GST-D-10060-S2E0-S0A1				
	0622220	266GST-D-10400-S2E0-S0A1				
	0622295	266GST-D-12500-S2E0-S0A1				
	0622296	266GST-D-20010-S2E0-S0A1				
	0622219	266GST-D-20030-S2E0-S0A1				
	0622282	266GST-D-20100-S2E0-S0A1				
	0622288	266MST-D-160-10060-S2E0-S0				
	0622287	266MST-D-160-10400-S2E0-S0				
	0622226	266MST-D-160-12500-S2E0-S0				
	0622303	266MST-D-160-20020-S2E0-S0				
	0622367	266MRT-D-160-10400-S2E0-S0				
	0622366	266GRT-D-20010-S2E0-S1A0				
	0622211	266GRT-D-20100-S2E0-S1A0				
	0622225	266GRT-D-20100-S2E0-S1A0-D				
	0622224	266GRT-D-12500-S2E0-S1A0-D				
	0622223	266GDT-D-10400-S2E0-S0A1-D				
	0622285	266GDT-D-12500-S2E0-S0A1-D				
	0622286	266GDT-D-10400-S2E0-S0A1-3				
	0622294	266GDT-D-12500-S2E0-S0A1-3				
	0622214	266GRT-D-10400-S2E0-S1A0-3				

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

0622213	266GRT-D-20010-S2E0-S1A0-3				
0622368	266GRT-D-20030-S2E0-S1A0-3				
0622210	266GRT-D-20010-S2E0-S0A1-1				
0622209	266GRT-D-20010-S2E0-S0A1-1				
0622370	266GRT-D-20030-S2E0-S0A1-1				
0622215	266GDT-D-10400-S2E0-S0A1-D				
0622216	266GDT-D-12500-S2E0-S0A1-D				
0622369	266GRT-D-20030-S2E0-S0A1-D				
0622304	266GDT-D-12500-S2E0-S0A1-4				
0693018	SOLICAP M FTI56 CAPACITIVE PROBE ROPE				
0696522	TEMPERATURE CONTROLLER THERMOCOUPLE				
0653278	METER, FLOW				
0653279	METER, FLOW:INDICATOR				
0653281	TRANSMITTER, FLOW:INDICATOR				
0653350	TRANSMITTER, FLOW:INDICATOR				
0659029	METER, FLOW:ELECTROMAGNETIC;0.5 PCT				
0659030	METER, FLOW: THERMAL MASS;MTRL CAST AL				
0659031	METER, FLOW:ELECTROMAGNETIC;MTRL AL				
0659034	TRANSMITTER, FLOW:ULTRASONIC;24 VDC				
0659035	TRANSMITTER, FLOW:WATER FLOW;PN40				
0659036	TRANSMITTER, FLOW:LIQUID;O/P 4-20 MA				
0644654	TRANSMITTER LVL:82;0-1750 MM;O/P 4-20 MA				
0653272	TRANSMITTER TEMP:AUXILIARY BOILER				
0646408	TRANSMITTER FLW				
0620127	TRANSMITTER FLW:53P1F-EAGB1AAOAAAA				
0645203	TRANSMITTER TEMP				
0700054	Endress+Hauser FTL51-6VP9/0 Liquiphant M FTL51				
0695861	TRANSMITTER TEMPERATURE				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	16
C3.2	<i>Contractor's Service Information</i>	5

ESKOM HOLDINGS SOC LIMITED

CONTRACT NUMBER _____

C&I MAINTENANCE LABOUR SERVICE AT KUSILE POWER STATION FOR PERIOD OF THREE (03) YEARS.

	Total number of pages	22

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work	14
C3.1: Employer's service Information	1
1 Description of the service.....	3
1.1 Executive overview	3
1.2 <i>Employer's requirements for the service</i>	Error! Bookmark not defined.
1.2.1 Minimum requirements	Error! Bookmark not defined.
1.2.2 Emergencies	Error! Bookmark not defined.
1.2.3 Defects	Error! Bookmark not defined.
1.3 Interpretation and terminology	Error! Bookmark not defined.
2 Management strategy and start up.....	14
2.1 The <i>Contractor's</i> plan for the service.....	14
2.2 Management meetings	14
2.3 <i>Contractor's</i> management, supervision and key people	14
2.4 Provision of bonds and guarantees	15
2.5 Documentation control.....	15
2.6 Invoicing and payment.....	15
2.7 Contract change management	15
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	15
2.9 Insurance provided by the <i>Employer</i>	15
2.10 Training workshops and technology transfer.....	16
2.11 Design and supply of Equipment.....	16
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	16
2.12.1 Equipment.....	16
2.12.2 Information and other things	16
2.13 Management of work done by Task Order	16
3 Health and safety, the environment and quality assurance	16
3.1 Health and safety risk management	16
3.1.1 Health and Safety Arrangements.....	17
3.1.2 First aid and fire fighting.....	18
3.1.3 Fire Precautions	18
3.1.4 Security, fire protection and safety	18
3.1.5 Fire protection	18
3.1.6 Safety and incident prevention.....	18

3.1.7	Reporting of accidents	19
3.1.8	Occupational Health and Safety Act 85 Of 1993 – SECTION 37	19
3.1.9	The <i>Contractor</i> appoints a person who liaises with the <i>Employer</i> 's Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:	19
3.1.10	Safety Regulations of the <i>Employer</i>	19
3.2	Environmental constraints and management	20
3.3	Quality assurance requirements	20
4	Procurement	20
4.1	People	20
4.1.1	Minimum requirements of people employed	20
4.1.2	BBBEE and preferencing scheme	21
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA). Error! Bookmark not defined.	
4.2	Subcontracting	21
4.3	Plant and Materials	22
4.3.1	Specifications	22
4.3.2	Correction of defects	22
4.3.3	<i>Contractor</i> 's procurement of Plant and Materials	22
4.3.4	Tests and inspections before delivery	22
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	22
5	Working on the Affected Property	22
5.1	<i>Employer</i> 's site entry and security control, permits, and site regulations	22
5.2	People restrictions, hours of work, conduct and records	23
5.3	Health and safety facilities on the Affected Property	23
5.3.1	First aid centre	23
5.4	Environmental controls, fauna & flora	23
5.5	Cooperating with and obtaining acceptance of Others	25
5.6	Records of <i>Contractor</i> 's Equipment	26
5.7	Equipment provided by the <i>Employer</i>	26
5.8	Site services and facilities	26
5.8.1	Provided by the <i>Employer</i>	26
5.8.2	Provided by the <i>Contractor</i>	26
5.9	Control of noise, dust, water and waste	26
5.10	Hook ups to existing works	27
5.11	Tests and inspections	27
5.11.1	Description of tests and inspections	27
5.11.2	Materials facilities and samples for tests and inspections	27
6	List of drawings	27
6.1	Drawings issued by the <i>Employer</i>	27

1. Description of the service

1. Executive overview

The entire function and services required by Kusile Power Station Gx-C&I Maintenance include online/live maintenance and opportunity maintenance including weekends.

C&I Maintenance require a minimum of one (1) Site Manager (10 Years C&I related experience), one (1) Technical Supervisor (7-10 Years C&I related experience), three (3) Technicians (7-10 Years C&I related experience), nine (9) C&I Mechanicians (5-7 years C&I related experience), two (2) Field Technicians (5-7 years C&I related experience qualified, one (1) safety officer plus one (1) Assistance Technician for the duration of the contract. The amount of all required and/or no more required C&I personnel shall be communicated timeously as and when amendments/changes required takes place.

They shall be doing 24-hour overall C&I maintenance in the commercial operating units and BOP sections. They shall report to site at normal working hours, as indicated above. They shall attend to all PMs and CMs as per C&I Maintenance requirements and continuously adhere to C&I Maintenance working patterns. *Contractor* shall be expected to partake in a standby team roster and be ever ready to do overtime work.

The SOW is inclusive of commercially operating units and BOP sections and shall be applicable to upcoming plant sections as per project phasing.

1.2 Employer's requirements for the service

1.2.1 minimum requirements

- 2 Contractor shall provide the required number of qualified and experienced C&I Mechanicians, Technician and Field Technician to perform plant maintenance.
- 3 All Contractor employees shall comply with Eskom's policies and site regulations, adherence to Eskom's Life Saving Rules, adherence to Generation Occurrence Management Procedure, Smoking Policy, zero tolerance on alcohol usage.
- 4 These requirements will be detailed during the induction training process. This document will be used in conjunction with the Kusile Maintenance URS.
- 5 Contractor employees shall provide essential maintenance in accordance with relevant procedures and specifications.
- 6 Ensure integrity of the plant is maintained within the parameters specified by Employer.
- 7 Ensure that all the C&I systems of Kusile Power Stations comply with the statutory and environmental requirements.
- 8 Participate in plant investigation processes as initiated and/or requested by the Employer.
- 9 Ensure the application of appropriate maintenance tools and innovative techniques and subsequently providing consistent and cost-effective maintenance strategy.
- 10 These requirements shall be detailed during the induction training process.
- 11 *Contractor* employees shall provide essential maintenance in accordance with relevant procedures and specifications.
- 12 The *Contractor* shall provide technical support and advice on constant failure trends of the equipment.
- 13 Ensure adherence to Key Performance Indicators (KPI), objectives and targets which support Employer's achievements.

14 All *Contractor* employees shall attend and be found competent in various trainings offered by *Employer* in support of the SOW.

15 *Contractor* must provide reliable tools for his/her employees as per their employment grading.

16 *Contractor* must provide a minimum 179True RMS Fluke multi-meter for every Mechanician and Technician

1.2.2 Contractor Provision

- a) The Contractor shall provide a toolbox for each employee and tools must be marked and logged.
- b) The Contractor shall provide PPE for each employee and must be marked and logged (Only disposable PPE shall be provided by the Employer)
- c) The Contractor shall provide home-work-home transport for employees during normal and overtime working hours.
- d) Provide timesheet statement for each employee on monthly basis.
 - e) The Contractor employees shall be expected to be PSR authorised within 2 to 6 months of the contract commencement.
 - f) The Contractor employees shall be expected to be familiar with SAP and Flip Op-suite.
 - g) The Contractor employees shall be expected to be familiar with DCS navigation.
 - h) There shall be other trainings offered by the employer and competency will be compulsory.
 - HAZLOC
 - SHE REP
 - FIRE WARDEN
 - FIELD EQUIPMENT

1.3 Roles and responsibilities

All parties concerned in this SOW “shall act as stated in this contract and in a spirit of mutual trust and cooperation”

1.3.1 Employer

- The *Employer* shall provide induction and ensure adherence and compliance at commencement stage of the contract to the entire SHEQR requirements.
- Ensure compliance with contract conditions; enforce OHS act regulations and quality requirements.0117959500
- Review, verify and approve receipt of service/deliverables from the contractor.
- The *Employer* shall provide a complete conducive working environment for the contractor during the period of work.
- Determine how many *Contractor* employees are required at any specified period
- Provide contract managing Supervisors for all *Contractor* employees
 - Supervisor shall manage the plant section allocation of Contractor employees.

- Supervisor shall issue and manage task orders as and when required.
- Supervisor shall manage the issuing of plant spares requirements as per operational needs.
- The *Employer* coordinates and manages contract budget and expense.
- Holds contractual meetings with the *Contractor* on mutual intervals
- Manage contract conditions records, resolve deviations and monitor *Contractor's* performance.
- Oversee the planned and scheduled work on daily basis and provide technical advice.
- Ensure availability of spares to adequately perform work consequently.
- Provide training required for the consistent provision of plant maintenance.
- Provide maintenance rights (DCS, SAP, etc) only to the selected *Contractor's* individuals for the implementation of the SOW

1.3.2 Contractor

- 2 *Contractor* shall provide the required, qualified and experienced Supervisor, Technicians, Field Technician, Mechanician to perform C&I maintenance and safety officer to ensure continuous safety standard and working procedure are carried out.
- 3 *Contractor* shall provide the required number of qualified and experienced C&I Technicians, Field Technicians, Mechanicians and required Assistants to perform C&I maintenance.
- 4 All *Contractor* employees shall comply with Eskom's policies and site regulations, adherence to Eskom's Life Saving Rules, adherence to Generation Occurrence Management Procedure, Smoking Policy, zero tolerance on alcohol usage.
- 5 These requirements shall be detailed during the induction training process.
- 6 *Contractor* employees shall provide essential maintenance in accordance with relevant procedures and specifications.
- 7 Ensure reliability of the plant is maintained within the parameters specified by *Employer*.
- 8 Ensure that all the C&I systems of Kusile Power Stations comply with the statutory and environmental requirements.
- 9 The *Contractor* shall provide technical support and advice on constant failure trends of the equipment.
- 10 Participate in plant investigation processes as initiated and/or as requested by the *Employer*.
- 11 Ensure the application of appropriate maintenance tools and innovative techniques and subsequently providing consistent and cost-effective maintenance methods.
- 12 Ensure adherence to Key Performance Indicators (KPI), objectives and targets which support *Employer's* achievements.
- 13 All *Contractor* employees shall attend and be found competent in various trainings offered by *Employer* in support of the SOW
- 14 *Contractor* must provide reliable tools for his/her employees as per their employment grading.
- 15 *Contractor* must provide a minimum 179True RMS Fluke multi-meter for every Mechanician and Technician
- 16 The *Contractor* must provide a logbook for all equipment that remains the *Contractor's* assets e.g Toolbox, PPE, etc
- 17 Ensure logging and marking of all *Contractor* assets used during the contract period.
- 18 Contractor is to ensure the personal onsite comply with Kusile Power Station standby call out response time.
- 19 Emergency overtime shall be treated as emergency it is the contractor responsibility to ensure proper maintenance is done to prevent unnecessary call outs.

1.3.3 C&I Site Manager

The roles and responsibility of C&I Site Manager are and not limited to the following:

- Overseeing all aspects of the project.
- Planning and budgeting.
- Tracking milestones and addressing issues or delays proactively.
- Ensure compliance of the service provider in terms of TSC NEC.
- Ensure environmental compliance of the service provider.
- Ensure safety compliance are always met by the service provider.
- Ensure quality is met by the team. (For us at Eskom, Quality is more than just a certified process/product; it is fundamental to the way in which we work).
- Perform technical studies.
- Consult on discipline related issues.
- Previous work experience at new build Kusile or Medupi Power stations.

Site Manager need to be knowledgeable on

- Power plant systems and technology.
- Engineering theory
- Relevant processes, policies, guidelines and legislation
- Engineering design.
- Cost analysis/economic evaluation.
- Knowledge of Eskom's business and financial procedures.
- Extensive experience in successful plant configuration and project management technical problem solving.
- Eskom policies and procedures related to managerial remuneration and benefits specific to executive remuneration.
- Electrical Protection - maintenance and commissioning
- Knowledge of safety, health, environment and quality requirements
- Technical competency in the field of electrical and electronic engineering.
- Knowledge of statutory/legislative requirements.

1.3.4 C&I Technical Supervisor

The roles and responsibility of C&I Technical Supervisor are and not limited to the following:

- Propose modifications and determine the impact on process information system performance.
- Advise and guide Technicians and Mechanicians in solving complex technical problems.
- Address day to day technical issues.
- Render technical advice/support to Technicians and mechanicians.
- Execute and evaluate the effectiveness of modifications.
- Optimise fault finding methods.
- Perform project management.

- Attend to equipment and employee safety.
- Motivating of teams
- Coaching and mentoring of team
- Developing of the team.
- Be always professional.
- Report project status daily activities to contract supervisor.
- Advance knowledge in ABB DCS, PLC and analytical instruments
- Electrical Protection - maintenance and commissioning
- Knowledge of safety, health, environment and quality requirements.
- Technical competency in the field of electrical and electronic engineering
- Responsible for advance problem solving and trouble shooting.

Site Supervisor must be knowledgeable of the following.

- Technical Knowledge and analytical skills to diagnose problems in electrical equipment or systems and develop appropriate solutions.
- Investigation procedures.
- Knowledge of Eskom's procedures and standards
- Knowledge of Eskom's business and financial procedures.
- Knowledge of statutory/legislative requirements.
- Knowledge of network, plant, and equipment.

1.3.5 C&I Instrumentation Technician

The roles and responsibility of C&I technician are and not limited to the following:

- Trouble shooting of advance complex instrumentation loops and systems.
- Carry out the corrective, preventive and predictive maintenance activities for various automation systems in the plants, workshops and offsite facilities in accordance with established schedules to achieve effective functionality, reliability and efficiency in accordance with standard operating procedures HSE guidelines and quality standards.
- Performing all necessary servicing, condition monitoring, fault diagnosis and restorative maintenance duties on field instrumentation and local control panels.
- Advise and guide Field Technicians and Mechanicians in solving complex technical problems.
- Isolates power supply or security (fail safe or trip systems) in accordance with the strict Eskom rules and procedures for low voltage systems.
- Calibrate & Program precision electronic components.
- Maintains records of repairs, calibrations, and tests and documents related processes.
- Uses test equipment (PG, multi-meters electronic bridges, loop calibrators) and hand tools.
- Reads, and interprets electric generating plants P&ID's to locate, identify, troubleshoot, and repair plant systems, interlocks
- Have adequate knowledge on ABB DCS
- Maintain precise document of records and files that are subject to internal, corporate, federal and state audit / inspections.
- Perform installation, tuning, and testing of new process controls and instruments.
- Provide support to field Technician and mechanician.

- Completes all written and electronic records (work orders, calibration sheets, timecards, material requests) required to document the work in progress and as it is completed.
- Locating and diagnosing the cause of malfunction or failure of process analysers and performing the necessary preventative or corrective maintenance.
- Diagnosing and rectifying faults to ensure maximum equipment availability.
- Ensure accurate and timely administration of relevant documentation such as service or inspection reports, timesheets and orders.
- be knowledgeable in ABB DCS, PLC and analytical instruments.
- Identifying and analysing reported breakdowns or deviations in production equipment and determining their root cause. If needed, engaging expertise or support in line with internal guidelines, procedures, and work instructions to ensure clarity of the issue.

1.3.6 C&I Field Instrumentation Technician

The roles and responsibility of C&I Field Technician are and not limited to the following:

- Installs, inspects, repairs, services, and upgrades equipment according to instructions.
- Use a variety of tools and equipment such as power equipment, measuring devices, power tools, and testing equipment.
- Understanding of loop diagrams for diagnosing of cable faults, identifying of ground faults, floating voltage, distortions on control loops.
- Determine, install, and configure instrumentation equipment to various processes to meet required output or demand.
- Diagnose malfunctioning systems, apparatus, equipment, and components and correct the problem.
- Installation, calibration of flow, pressure, level & temperature instruments.
- Provide support to Mechanician.
- Address day to day technical issues.
- Optimise fault finding methods.
- Carry out onsite refurbishment of instruments.
- Calibrate and maintain mechanical, pneumatic, chemical, electrical and electronic process controls and measurement instrumentation to approved procedure.
- Executing preventative maintenance, inspections on all instrumentation equipment.
- be knowledgeable in ABB DCS, PLC and analytical instruments.
- Onsite instrumentation maintenance of all field instruments.
- Adhere to industrial standards of onsite calibration and maintenance of instruments.

The key roles of a field instrumentation technician are:

- Due to extensive knowledge in refurbishment of instrument field technician roles is to ensure devices remain in top condition to enable a smooth and efficient plant operation.
- Mitigate risk of premature field instrument failure by increasing device reliability, carry out efficient device diagnostics and minimise unexpected instrument downtime.
- Perform 1st line investigations service and repairs of faulty instruments before they get send out to external service providers for refurbishment.
- Issue a detailed defect report of faulty instruments.
- Keep track on routing maintenance inline with OEM service agreement.

- Provision of optimal maintenance & migration strategies to prevent costs and process performance issues.

1.3.7 C&I Mechanician

The roles and responsibility of C&I Mechanician are and not limited to the following:

- Calibrate and maintain mechanical, pneumatic, chemical, electrical and electronic process controls and measurement instrumentation to approved procedure.
- Understanding, evaluating, and executing the tests and procedures properly and investigating the Maintaining and setting up documentation and control procedures.
- Safely and efficiently execute daily tasks related to calibration, maintenance and instrumentation activities.
- installing, maintaining, repairing, overhauling, calibrating and testing a wide variety of industrial instrumentation such as control valves, transmitters, radars, levels, Controlling and regulating level, flow, pressure and temperature meters
- Generate Instrument Deviation Reports (IDR) for out of tolerance calibrations of process instrumentation and promptly notify the department supervisor on any defects and deviation found.
- Measure voltage, current, resistance and all other electrical parameters as and when required in line with defined Eskom procedures.
- Diagnosis of electrical problems and repairing.
- Tests electronic components and circuits to locate defects, using signal generators, amp meters, and voltmeters and other measurement equipment as required.
- Replaces defective components and wiring.
- Investigate, diagnose and correct measurement control and Instrumentation system problems.
- Executing preventative maintenance inspections on all instrumentation equipment.
- Interpret, evaluate and document calibration test results.
- Uses test equipment (PG, multi-meters electronic

1.4 Process for Monitoring

This specification shall be reviewed every year period from date of initial authorisation or when necessary to conduct assessment on the following:

- a) Understanding processes and/or C&I maintenance as per *Employer's* instructions, systems (e.g. field instruments, cable, earthing, actuators & any C&I equipment)
- b) Be able to use test equipment e.g. Multimeter, Field Calibrator and PLC PG.
- c) Be able to read cable diagrams, loop drawings and fault-finding using ABB DCS.
- d) Able to obtain Plant Safety Regulation within specified period.
- e) Problem solving technique of everyone shall be monitored daily.
- f) Monitoring of proper executing of weekly preventative maintenance.
- g) SAP close of all Preventative maintenance and corrective maintenance.

Key Performance Indicators

- 1 -Floor, not acceptable performance
- 2- Kick, meeting some expectations
- 3- Target, meeting expectations
- 4- Stretch, exceeding expectation
- 5- Ceiling, exceptional performance

Service provider shall maintain a monthly target of 3, failure to which Employer to issue early warning to the service provider for the service provider to mitigate. Subsequent to the early warning being issued and the target is still at level 2 or less the Employer shall send the contract for review and termination process to resume.

Key Performance Indicators will be evaluated monthly.

	Insufficient Manpower Provided for the Month	Poor Response To Daily C&I Maintenance Duties	C&I Maintenance Duties attended, and Defects cards signed off	serviceable spares, return to contractor work bench, serviced and marked as such	C&I Maintenance Duties attended, Defects cards signed off and Damaged Spares Returned to Stores	Partake/Conduct C&I Maintenance investigation and recommend possible improvements
1. Floor, Not Acceptable Performance						
2. Kick, Meeting Some Expectations						
3. Target, Meeting Expectations						
4. Stretch, Exceeding Expectation						
5. Ceiling, Exceptional Performance						

1.5 Related/supporting documents

- a) Contractor to provide required qualifications (trade test certificates/or national diploma and other related C&I competency)
- b) A daily attendance registers for all Contractor employees to be signed by all employees and maintained in a file.
- c) biometry attendance register shall be kept onsite by contractor.
- d) All drawings or documents developed during the contract period remain the property of Eskom

1.6 Planned Maintenance

- The contractor to ensure all resource perform morning walk down on all plant area (running units and BOP). Identify defects on instruments notify operator to load defect on SAP system
- Supervisor to follow up on all planned maintenance defect to ensure they are closed as per their priority validity period
- Preventative and corrective maintenance to be performed as by Eskom procedure.
- Plant history to be captured on SAP System.
- The contractor must inform the employer of deficiencies in their area of maintenance.
- The contractor must inform the employer about any factor known to them that may affect plant health performance.

1.7 Onsite bench and preventative maintenance on major instruments

to prevent high expenditure of procurement of new devices the contractor shall provide field instrumentation technicians who has adequate knowledge in refurbishing of pressure, temperature, level and analytical equipment's. The field technician shall perform repairs and service of faulty instruments which failed before the expiration of the instrument life span.

- 1.7.1 contractor shall provide C&I workshop bench with correct equipment's to carry out onsite services for ABB, Endress & hauser, yokogwa instruments which are pressure, temperature, level and analytical instruments.
- 1.7.2 the contractor shall adhere to OEM service requirements.
- 1.7.3 repairs and service shall be offered by a manufacturer trained field instrumentation technician.
- 1.7.4 repairs and service done onsite shall be warranty rework and premature failure shall be off the contractor account.
- 1.7.5 the contractor will not bill the employer for strip and access of faulty instrument as this form part of daily task of a field instrument technician.
- 1.7.6 the contractor can only proceed with repairs and service of faulty instruments after authorization has been granted by service manager.

Authorization shall be granted with consideration of following factors:

- service and repairs quote issued by service provider is economically feasible compared to procurement of new device.
- Service and repairs carried out will guarantee a continuous operation and efficiency of the instrument.
- Premature defect on service instrument is guaranteed not to happen.
- A service warranty can be issued by service provider.
- Online service can not interfere with normal operation of the plant.
- Recalibration of the instrument shall not be required after service has been carried out.

- 1.7.7 bench calibration of instruments will not be billed as an extra by the service contractor since workshop establishment has been paid for by employer.
- 1.7.8 employer has the right to influence the quote for service and repairs, base price for service can be compared to market price to safeguard against unfair pricing by service provider.

1.8 Standby Services

1.8.1 The contractor to ensure the availability 24hour standby service with a response time of 1hour (one hour). The standby crew is to be competent on the power plant process, fault finding technique and authorised to act as a responsible person on permits as per PSR and able to be carried out simulation when required.

1.8.2 The contractor shall provide daily feedback on work done on the plant in the previous 24hrs and weekends, details of task done the duration taken to complete each task.

1.8.3 The contractor shall ensure no planned work is done after normal working, all planned need to be completed in time.

1.8.4 The contractor shall be responsible for initiating, investigating and correcting any defects which occur regularly on standby.

1.8.5 The standby crew should consist of two (2) people always available on call-outs free from drugs and alcohol and shall report to the control room within one (1) hour after call-out had been made.

1.8.6 The standby roster should be submitted to Eskom at least a month prior to the standby month. The employer has the right to influence changes on the standby roster for the purpose of balancing the skill. Final draft of the standby list should be agreed by both parties.

1.8.7 call outs will be according to SAP prioritisation; all call outs should be accompanied by a notification number with a priority1 on it. Any notification which is not a priority 1 should be planned and done under planned work unless such notification cannot be done during the day and arrangement were made to execute it out of normal operating hours.

1.8.8 Management is not entitled for overtime payment. If there is any urgent work/callout that requires their presence such work/callout shall be done free on contractor's account. Supervisor will work overtime only if given written authorisation by the service manager, any overtime worked without written authorisation shall not be paid.

1.8.9 Site work execution for the crew scheduled to work will be as per the work management prioritization guide, which states:

Priority 1 defect is that which,

- Causes a load loss immediately,
- Has an immediate harm to the environment and
- Has immediate safety implication to the people and equipment/ machinery.

All Priority 1 work/ notifications must be executed within 24 hours.

Priority 2 defect is that which,

- Will cause a load loss in 7 days,
- Will have an environmental impact in 7 days and
- Will have safety implications to the people and equipment/ machinery.

All priority 2 work/ notifications should be executed within 7 days.

Priority 3 defect is that which has no load loss, environmental and safety of people and equipment/ machinery

implications. All priority 3 work/ notifications can be planned and executed as per the plan.

All priority 1 and 2 work done, should be accompanied by a notification number.

1.9 C&I Equipment's

- The contractor shall supply their own production equipment and all testing equipment.
- All testing equipment must be calibrated yearly.
- All equipment shall be always inspected and maintained in good condition no resources will be allowed to work without the correct tools.
- All production equipment used on level 1 and level 2 plants shall be accepted by the client for compliance before being used.
- The contractor shall provide it's one C&I workshop equip with test bench and refurbishment facility for serving of instrument removed from the plant, restroom. Kitchen space, storage facilities for working tools and office space.
- Employer will only provide power supply to the container and servicing of septic tank; contractor shall provide own cleaning facility and jojo tank for portable water.

1.10 Plant Boundaries

- The contractor will maintain all instruments and apparatus covered by C&I maintenance department. Boundaries shall be issued by employer on a required basis, contractor shall be responsible for maintenance on all handed over plants and plant which will be handed over to Kusile generation C&I maintenance as the contract commences.

- The service provider will be expected similar scope, works instruction and duties of Kusile C&I Maintenance department.
- The contract will be expected to do 1st line of investigation where, as and when required basis contract with OEM exists. The contract is expected to have basic knowledge of such system and provide proof of such Knowledge.
- The contractor must perform functional checks and calibration on the entire field instruments and calibration sheet must be filled by both Eskom and contractor.
- The contractor is responsible for cleaning of workshop, all equipment rooms, server rooms. It will be the contractor's responsibility to submit defects for areas that are dirty. Inspection can be done by Employer representative at any given time.

1.11 General Requirements Required from The Contractor

The contractor shall

- Discuss, clarify and submit revised technical documentation for approval.
- Maintain records of abnormal conditions introduced in the plant on temporary basis.
- Correcting of abnormal conditions in the plant.
- Researching of solutions to reoccurring defects.
- Maintain all records of calibration, procedures used and results.
- All information and drawings developed or acquired during the service is the property of Eskom and shall be handed over to Eskom at the end of contract.
- Developing of procedures and maintenance solution which will lead to higher production and minimum cost to the stations.
- Notify Employers representative by phone during call outs.
- Only proceed with replacement of spares once employer's representative agrees.
- All instruments removed from site shall be strip and asses identify source of failure service and repair on site where possible or send out for refurbishment when equipment is economical to repairs.
- Obey any lawful instruction issued by employers.
- Technical and SHEQ investigation of all incidents
- Do SMATS and plant walks.
- Develop QCPs
- Perform job observation on all plants area

1.12 Minimum requirements of resources

1.12.1 Site manager should hold a BTech in Electrical engineering, have a minimum of 4 years managerial experience, 2 years should be consecutive at new build Kusile/Medupi power station. Have a minimum of past 3 years consecutive experience in C&I maintenance department in a power plant or related industry.

1.12.2 Technical supervisor should hold a national diploma/ technical diploma with trade test with a minimum of 5 years of experience doing field work in process instrumentation as a senior technician in a power plant or related industry. 2 years should be consecutive at a new build Eskom Kusile/Medupi power station. Familiar with ABB DCS 800XA, siemens PLC and system 1 Bently Nevada.

1.12.3 Field technician should hold a national diploma/technical diploma with trade test 5 years' experience in field instrumentation maintenance, repairs, service and refurbishment. A minimum of 3 years consecutive OEM field instrument refurbishment experience.

1.12.4 Mechanician should hold N4 with trade test certificate/technical diploma with trade test a minimum of 2 consecutive years of experience in a power plant or related field (Instrumentation).

1.12.5 Safety officer should hold a diploma in safety, must have a minimum of 2 years safety related experience in any industrial site.

1.12.6 it is the responsibility of the service provider to ensure that all employees meet the minimum requirements.

1.12.7 CVs, certified copies of qualifications, ID and appointment letters for all employed personnel should be given to the service manager on the day of kick off meeting, prior to the contract commencement

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor's* plan must be in line with Document Unique Identifier 240-160998666 Rev 2, Kusile Power Station C&I maintenance Labour Service Scope of Work.

The Contractor shall submit an organogram one month after the contract start date, to the service manager based on the contractor's plan and their lines of authority/ communication.

The contractor must submit to the service manager a project kick-off plan.

It is the contractor responsibility that its resources familiarise themselves with Eskom Kusile power station, control philosophy and method statements on the systems plants they are working on.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held.

However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Due to the size and complexity of the service, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature.

Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted. Meetings of a specialist nature may be convened as specified elsewhere in the Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and progress of the service. Records of these meetings will be submitted to the *Service Manager*, by the person convening the meeting within 5 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 registers shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person in the *conditions of contract* to carry out such actions or instructions

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

Regular meetings of a general nature may be convened and chaired by the *Service Manager* on as when required.

2.3 Contractor's management, supervision and key people

The *Contractor* must submit an organogram one week after Contract Start Date, to the Service Manager, based on the *Contractor's* plan and their lines of authority / communication.

2.4 Provision of bonds and guarantees

- Not applicable

2.5 Documentation control

Eskom Documentation Management Standard 32-644 will apply. Refer to Document Unique Identifier 240-160998666 Rev 1, Kusile Power Station C&I Maintenance Labour Service Scope of Work

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to
Eskom Holdings SOC Ltd
Kusile Power Station
Postnet Suite 283, Private bag x 7297,
Witbank, 1035

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The Contract number and title;
- All electronic invoices must be sent in PDF format only;
- The Task Order number starting 45* series
- *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; CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the CC on the Invoice) to be send to the financial department as per the *Employer*'s Invoicing procedure / instruction.
- The *Employer*'s Invoicing and payment procedure to be followed:
Local Eskom Invoices: invoiceseskocomlocal@eskom.co.za

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.

2.7 Contract change management

Refer to the NEC3 Term services Contract Core Clause 6, in the event any changes to the contract must be managed

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

- Not applicable

2.9 Insurance provided by the *Employer*

Refer to C1.2 TSC3 Contract Data section 8.

2.10 Training workshops and technology transfer

The contractor shall conduct on the job skills transfer to Eskom employees. .

2.11 Design and supply of Equipment

The contractor shall supply OEM instrument servicing manual and procedures.

The contractor shall supply all servicing kit.

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

2.11.2 Equipment

- Employer shall be left in possession of all the maintenance equipment bought during the contract period
- C&I service workstations shall be retained by employer at the end of the contract period.

2.11.3 Information and other things

Employer to retain all service recommendations that occurred during contract period

2.12 Management of work done by Task Order

A Task Order is the instruction to commence work

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

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

SHEQ POLICY

Eskom SHEQ Policy

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

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

Contractor SHEQ Policy

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

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

SHE PLAN REQUIREMENTS

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

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

3.1.1 Health and Safety Arrangements

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

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

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

Health and safety

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

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- Basic Conditions of Employment Act No 75 of 1997
- *Contractor* Health and Safety Requirements 32-136
- SHE Requirements for the Eskom Commercial Process 32-726
- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32 - 296
- Live-saving Rules 240 - 62196227
- Working at Heights 32 - 418
- Eskom Vehicle Safety Specifications 32 – 345
- 240-62946386 Vehicle and Driver Safety Management Procedure
- Kusile SHEQ Specifications specific to the issued scope of work
- 32-520 Risk Assessment procedure
- ISO 45001

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

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

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

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

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

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

The *Contractors* Health and safety file is to be submitted for approval to Kusile's Safety Officer before contract commencement.

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

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Employer*
All *Contractor* personnel must have First aid and firefighting training

3.1.3 Fire Precautions

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

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

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

3.1.4 Security, fire protection and safety

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

3.1.5 Fire protection

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

3.1.6 Safety and incident prevention

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

Incident Management, Corrective & Prevention Procedure to be adhered to: Occupational Health and Safety Incident Management Procedure 32-95 and Occupational Health and Safety Incident Management Definitions and Classification Parameters 240-131838225

3.1.7 Reporting of accidents

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

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

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

In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as mandatory to assume Health and Safety duties and responsibilities. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

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

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

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

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

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

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

3.1.10 Safety Regulations of the *Employer*

The *Contractor* conforms to the Plant Safety Regulations of the *Employer*

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

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental requirements as stipulated in Kusile Power Station Environmental Requirements for Contractors and Suppliers 240-106963417.

All waste from the project must be disposed in a sound environmental manner in accordance with Kusile Power Station Waste Management Work Instruction 240-105776552. Oil spillages must be contained and cleaned as per Kusile Power Station: Spillage Response and clean-up process, 240-110383662. The project must conform to Kusile Power Station: Environmental Legal and other Requirements procedure 240-134597937 and the project must conform to Kusile Power Station ISO14001 Standard with reference to Kusile Power Station's Environmental Management System Manual 240-133974369. All environmental incidents must be dealt with as per the Kusile Power Station's Environmental Reporting Process, 240-43921898, Kusile Power Station Nonconformity and Corrective Action Work instruction 240-13666305 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 013-799 7817 / 013 693 2173.

3.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with Supplier Quality Management: Specification 240-105658000. The Quality Control document is to be submitted for approval to Kusile within three (3) days after order placement by the *Contractor*.

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

- QCP and contract quality plan standards as per 240-105658000 to be adhere to
- The *Contractor* must provide Quality Control Plan documents for approval by the *Employer's* Supervisor prior performing any activity.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed.

- All staff required to perform the activities within the works information.
- All relevant personnel names and titles must be specified to the *Service Manager*
- All *Contractors* personnel specified in this contract as per 2.3 to always be on site.
- All new staff to be appointed in writing.
- Contract Staff are not allowed to work on any other contract.
- All new staff to do induction training.
- All replacements of staff will be in the same discipline (like an artisan with an artisan with proof of qualifications)
- All new staff to be approved by the *Service Manager* before entering the site or commencing work.
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel, a new access to work form to be completed by the *Contractor*.

- Only required specified approved amount of personnel to be allowed on site, pre-arrange with Service Manager

4.1.2 BBBEE and preferencing scheme

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.

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

Whereas a result, the contractor's B-BBEE status had decreased since the starting date the employer may either re-negotiate this contract or alternatively, terminate the contractor's obligation to provide the service.

Failure by the Contractor to Notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses.

• PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

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

4.2 Supplier Development, Localisation and Industrialisation Undertaking

- The Supplier shall on a quarterly basis submit a report to Eskom in accordance with Datta Collection Template on their Compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the Contractor shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which shall be completed by the Contractor and returned to SDL&I representatives for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the Contractor's progress in delivering on their stated SDL&I commitments.

Note: this Information below will be updated as per successful Contractor agreement by the time of contract award.

4.3 Skills Development

The successful service provider shall contribute to skill development program of young individuals within Nkangala district including Bronkhorstspruit

Note: this Information below will be updated as per successful Contractor agreement by the time of contract award

4.4 Corporate Social Investment (CSI)

The successful service provider shall contribute 2% of the contract value to Corporate Social Investment projects in the Nkangala District including Bronkhorstspruit

4.5 Subcontracting

	%Procurement from	%Sub-contracting to

	Designated Group	Designated Group
Black Owned	1% of total contract value (involved)	
Black Women Owned	1% of total contract value (involved)	30% of contract value

4.5.1 Subcontracting

Successful service provider to submit supporting subcontractor documents for acceptance

The contractor shall submit progress and assessment reports of works done by the appointed sub-contractor

4.6 Plant and Materials

4.6.1 Specifications

The contractor has the right to use equipment, plant and material provided by the Employer only to provide the services

4.6.2 Correction of defects

Until the end of the service period, the service manager notifies the contractor of each defect as soon as he/she finds them and it is the contractor responsibility to correct defect at its own cost.

The contractor shall correct defects whether or not the service manager notifies contractor on it.

It is the contractor responsibility to do proper inspection before servicing of instruments is carried out, premature failure of serviced instrument shall be at contractor costs

4.6.3 Contractor's procurement of Plant and Materials

The *Employer* may require warranties from supplier to be in favour of the *Employer* and not just the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the service period. Refer to Document Unique Identifier 240-160998666 Kusile Power Station C&I Maintenance Labour Service

4.6.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas

4.6.5 Plant & Materials provided “free issue” by the *Employer*

Plant and material provide “free issue” by Employer shall be discussed in the kick-off meeting to be held prior to all service commencement.

5 Working on the Affected Property

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

- Lifesaving rules to be adhered at all times
- Access is limited and controlled by Plant Safety Regulations requirements.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- All personnel must attend induction before working on site and must obtain gate permits via the Service Manager.

- Each personnel to always have an Identification card
- Unauthorized access to site is prohibited. The personnel are expected to always be at their working site area.
- No recruitment on site or at the main access gates or any Premises of the *Employer* is allowed.
- All activities to comply with the OSHACT and Regulations
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the standard of the *Employer*, to be current at all times (Live Document)
- All work to be always done according to the contraction regulations

5.2 People restrictions, hours of work, conduct and records

- Normal working hours is the working hours of the business.
 - Monday to Thursday 07:00-16:15
 - Friday s 07:00-12:00
- Other hours will be determined as per critical path activities during outages / breakdowns
- Overtime on a as and when required basis, but must be approved by the *Service Manager*
- Daily time sheets must be kept up to date of normal time and overtime worked at all Times. The *Employer's Contractors* time sheets to be used
- Overtime to be worked on an as and when required Basis when needed.
- All overtime worked must comply with the rest period requirements of the *Employer*.
- The contractor shall utilise real time biometric attendance system (only biological characteristics access will be accepted by service manager no cards shall be utilized.

5.3 Health and safety facilities on the Affected Property

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

5.3.1 First aid centre

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

Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.

The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

5.4 Environmental controls, fauna & flora

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

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

5.4.1 Waste Management

- Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.
- The people of the *Employer* periodically collect waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where the *Employer* and the *contractor* have agreed that the *contractor* is responsible for the disposal of its waste, the *contractor* shall safely dispose of such waste and keep disposal certificates on file.

Types and colours of bins used on site:

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

5.4.2 Radiation protection

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

5.4.3 Hazardous Substances

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

5.4.4 Handling of waste produced by the *Contractor*

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

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

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

Waste from the cleaning and maintenance of equipment

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

5.4.5 Stockpiling of waste

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

5.4.6 Hazardous waste

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

Pest Control

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

Water Conservation

- Incidents related to water pollution must be reported to the *Employer*'s Environmental Department within 24 hours.
- Report/fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in waste water or storm water drains.

Air Pollution

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

Ground Pollution

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

5.5 Cooperating with and obtaining acceptance of Others

Interface with Others

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

Planning

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

Monthly progress report

A monthly progress report will be submitted to the *Service Manager*

Completion

Completion certificate must be submitted on completion of each task order

Requirements for Completion

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

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

5.6 Records of *Contractor's* Equipment

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

5.7 Equipment provided by the *Employer*

- Equipment provided by the employer shall be discussed with the contractor during the kick-off meeting

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Facilities provided by Employer shall be discussed in the kick off meeting to be held prior to all services commencement.

5.8.2 Provided by the *Contractor*

Refer to Document Unique Identifier 240-133975854 Kusile Power Station C&I Maintenance Labour Service

The *Contractor* will be responsible for the provision of accommodation and ablutions to his personnel – the *Employer* does not provide accommodation and ablutions facilities.

The contractor shall be responsible for providing service workshop with necessary tools for carrying out the works.

The *Contractor* will provide the following to the employees contracted at the Power Station:

- Local Cell Phones
- Two-way radio for onsite communications.
- Stationary
- Standard Personal Protective Equipment
- Suitable transport (including provision for out-of-normal hours working).
- Suitable accommodation
- Appropriate Computer Hardware and Software where the equipment provided by *Employer* is not sufficient for the service

5.9 Control of noise, dust, water and waste

- All necessary and relevant PPE must be used at all times when entering or working on plant

- Risk assessments must be completed before commencing with any task to be always current (Live Document)
- All relevant procedures to be always used.

5.10 Hook ups to existing works

Hooking up on heights is a non-negotiable Lifesaving rule of Eskom. Kusile Power Station applies Zero Tolerance to non-compliance of this rule or any other Lifesaving rule. The same disciplinary process procedure will be followed when any of the Lifesaving rules have been breached.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

This clause only applies to tests and inspections required by the Service information or the applicable law. The contractor and the service manager each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The contractor notifies the Service manger in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The Service Manager may watch any test done by the contractor.

If a test or inspection shows that any work has a defect, the contractor repeats the work if possible and the test or inspection is repeated.

The service Manger does his tests and inspections without causing unnecessary delay to the work. The Service Manger assesses the cost incurred by the Employer in repeating a test or inspection after a defect is found.

Materials facilities and samples for tests and inspections

- The contractor provides materials, facilities and samples for tests and inspections as stated in the Service Information.

5.12 List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
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