



NEC3 Term Service Contract (TSC3)

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

and

for LETHABO MECHANICAL MAINTENANCE FOR COAL
PLANT FOR A PERIOD OF FIVE (5) YEARS

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CONTRACT No. []

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

Lethabo Mechanical Maintenance for Coal Plant for a period of five (5) years

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all 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 or C	The offered total of the Prices exclusive of VAT is	As per pricelist on C2.2
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	As per pricelist on C2.2
	(in words) As per pricelist on C2.2	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
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):	Bomgumenzi Mavundla
	Address	Lethabo Power Station
	Tel	016 457 5109
	Fax	
	e-mail	Mavundpb@eskom.co.za
11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	Coal plant maintenance resources for a period of five (5) years
11.2(14)	The following matters will be included in the Risk Register	[•]

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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 Contractor submits a first plan for acceptance within	[•] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	[•]
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	26th day of every month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	One (1) month.
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 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</p>

		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	As per task order
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[●]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[●]
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..

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 <i>service</i> at intervals no longer than	4 weeks Over and above the monthly task order that will be issued, the <i>Service Manager</i> based on the urgency, criticality and impact of the task may issue separate task orders. The forecast must be prepared within 8 hours or as agreed by both parties.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	
	Address	[•]	
	Tel No.	[•]	
	Fax No.	[•]	
	e-mail	[•]	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.	
W1.4(2)	The <i>tribunal</i> is:	Arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is	South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or		
	- 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	Prices are fixed and firm for the first year and CPA will kick in for subsequent years as follows:		
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	A month prior the closing date	proportion	linked to index for Material Transport Labour 15%
				Index prepared by SIEFSA SIEFSA SIEFSA TABLE C3
X2	Changes in the law	Of the republic of south Africa is a compensation event if it occurs after the contract date.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Will be specified on the monthly task order		
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 <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">• the total of the Prices at the Contract Date and• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on <i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i>		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this		

		<p>contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	1 day of receiving the Task Order or as agreed with both parties.
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

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- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property.
 - warrants that the total of the Prices as at the Contract Date includes enough for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction

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Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or

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Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to influence the actions of an Affected Party unlawfully or illegally,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering, or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z 11.1 A Committing Party may not take any Prohibited Action during the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Insurance provided by the Employer

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

PROJECT OR CONTRACT TITLE: Coal plant maintenance resources for a period of five (5) years

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

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C2.2 the *price list*

Description					
1. Preliminary and General		Rate/month	Rate/year	Quantity	Total/ 5 years
1.1. Covid /any other abnormal epidemic				5 years	
1.2. Safety costs				5 years	
1.3. Tools				Once off	
Total					
2. Labour costs					
2.1. Normal rates	Rate/Normal hours	Rate/Month	Rate/Year	Quantity	Total/ 5 years
SHEQ Officer				1	
Technical Supervisor				1	
Artisan - Fitter				9	
Artisan - Boilermaker				2	
Artisan - welder				2	
Artisan - Rigger				2	
Bus Driver				2	
Storeman				1	
Utility man - Semiskilled/utility				22	
Site Manager				1	
Site clerk				1	
Site cleaner				1	
Total					
2.2. Labour Rates Overtime		Rate/Hour			
SHEQ Officer					
Technical Supervisor					
Artisan - Fitter					
Artisan - Boilermaker					
Artisan - welder					
Artisan - Rigger					
Bus Driver					
Storeman					
Utility man - Semiskilled/utility					
Site Manager					
2.3. Labour Rates Public holidays and Sundays		Rate/Hour			
SHEQ Officer					
Technical Supervisor					

PROJECT OR CONTRACT TITLE: Lethabo Mechanical Maintenance for Ash Plant for a period of five (5) years

Artisan - Fitter						
Site Manager						
Artisan - Boilermaker						
Artisan - welder						
Artisan - Rigger						
Bus Driver						
Storeman						
Utility man - Semiskilled/utility						
3. White plant and travelling costs	Rate/day	Rate/month	Rate/year	Quantity	Total / 5 years	
3.1. 14-seater				2 x 14-seater		
3.2. LDV's on Site Double Cab				2 x Double cabs		
3.3. LDV's on Site Single Cab				1 x Single cabs		
3.4. Sedan				1 x Sedan		
Total						
4. Allowances	Rate/day/person	Rate/7-day cycle/person	Rate/month standby	Rate/year standby	Quantity	Total / 5 years
4.1. Standby allowance including communication costs (For 8 people/cycle and 4 standby cycles / month)					5 years	
			Rate/month	Rate/year	Quantity	Total / 5 years
4.2. Provision for Over Time at 15 % of labour costs					5 years	
Total						
Total Contract value						

PART 3: SCOPE OF WORK

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

PROJECT OR CONTRACT TITLE: Lethabo Mechanical Maintenance for Ash Plant for a period of five (5) years

	Total number of pages	

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5.8 Site services and facilities.....

5.8.1 Provided by the *Employer*.....

5.8.2 Provided by the *Contractor*.....

5.9 Control of noise, dust, water and waste

5.10 Hook ups to existing works

5.11 Tests and inspections

5.11.1 Description of tests and inspections

5.11.2 Materials facilities and samples for tests and inspections.....

6 List of drawings

6.1 Drawings issued by the *Employer*

1 Description of the service

The Contractor must undertake complete coal plant mechanical maintenance in a manner that enables in service of the plant continuously, so as not to constrain any operation of the plant.

The equipment must be maintained according to the philosophies and recommendations of the equipment manufactures and /or Eskom. The Contractor must always ensure compliance to Eskom standards and procedures.

The Contractor's responsibilities include but not limited:

- Preventative maintenance
- Corrective maintenance
- Planned maintenance
- Emergency breakdown
- Standby duties and call outs
- Commissioning activities as and when required

The Contractor shall perform any other mechanical requirements at no additional costs.

Mechanical maintenance works includes not limited inspection, refurbishments, removal, replacement and repairs, installations, lubrication and housekeeping on the following equipment:

All coal conveyors; Fire and Dust suppression system; spillage control systems; chutes and silos

Details of equipment

1. Fire and dust suppression system: Pipes, Valves, Sprinklers, Spray nozzles

2. Coal Plant Conveyors

- T1-6 A/B
- T7-T14 A to F
- Shuttles
- Hydraulic systems.

- Lubrication and lubrication systems

- Spillage control systems

3. On conveyor belts:

Plummer blocks

Gravity tension units

Idler frames

Idlers

Pulleys

Gearboxes

Couplings – fluid, scoop and rigid

Hold backs

Conveyor belts

Hydraulic systems

Lubrication and lubrication systems

4. Fire system: Pipes, Valves, and Sprinklers

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5. Spillage control system

- Conveyor scrapers
- Ploughs
- Impact stations
- Skirting rubbers

6. Chutes and silos: liners, floppers, grizzling's

7. Gratings, walkways and handrails

8. Coal structures

The Contractor to ensure after completion of each task, housekeeping is done and removal of waste to designated area.

The Contractor must provide labour up to 1 x site Manager, 1 x Supervisors, 1 x SHEQ Officer, 9 x Qualified Mechanical Fitters, 2 x Qualified Boiler makers, 22 x Semi-skilled, 1x storeman, 2 x Qualified Welders, 2 x Riggers, 1 x site Cleaner, 1 x site clerk and all the tools to perform the tasks as per the individual skills.

The following minimum qualification requirements must be met for all skills or grades throughout the contract and to be applied on any replacements:

- Site Manager with Mechanical Engineering Diploma.
- Safety Officer with SAMTRAC, Incident Investigation/Rcat & HIRA.
- Mechanical Supervisor with N6 or equivalent in mechanical engineering and supervisory skills
- Qualified Mechanical Fitter/Artisan with N3 or equivalent and Trade test Certificate
- Qualified Welder with N3 or equivalent and Trade test Certificate
- Qualified Boiler marker with N3 or equivalent and Trade test Certificate
- Qualified Riggers with N3 or equivalent and Trade test certificate
- Semi-skilled with N3 or equivalent
- Store man with N3 or equivalent
- Site clerk with office administration or equivalent
- Site cleaner with at least Grade 10 or equivalent

Each Qualified mechanical Artisan fitter must have at his/her own standard fitter toolbox with the following list of tools at minimum:

Item	Qty	Description	Item	Qty	Description
1	1	Allen keys imperial set 1/16" - 1/12" 10PC No 002 – 12	46	1	soft face hammer nylon 32mm
2	1	Allen keys metric 1.5 - 10mm 10PC No 002-4	47	1	1044f clock gauge
3	1	150mm shifting spanner	48	1	Clear wrap around safety specs
4	1	300mm shifting spanner	49	1	Toolbox 650 mm X 275 X 275 2 tray
5	1	150mm calliper jenny	50	1	Padlock 40mm
6		150mm divider	51	1	Screw pitch gauge 804
7	1	150mm inside calliper	52	1	centre gauge / screw cutting gauge no 200
8	1	150mm outside calliper	53	1	File brush card
9	1	Feeler gauge (0.03mm – 1.00mm)	54	1	Circlip pliers inside No 143 180 mm
10	1	Centre punch 4 mm X 120 mm	55	1	Circlip pliers outside No 141 180 mm
11	1	Prick punch 4mm X 120mm	56	1	Pin Punches 1 X Set 2mm - 10mm

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12	1	150mm steel rule	57	1	Tommy bar 20 X 450mm
13	1	300mm steel rule	58	1	10mm to 36mm sets of combination spanners
14	1	Hacksaw frame - 300mm	59	2	10 combination spanners
15	1	Tinsnips - 150mm	60	2	11 combination spanners
16	1	6 - 32mm combination spanner set 1B	61	2	12 combination spanners
17	1	10mm X 250mm flat screwdriver	62	2	13 combination spanners
18	1	8mm X 200mm flat screwdriver	63	2	14combination spanner
19	1	6mm X 150mm flat screwdriver	64	2	15combination spanner
20	1	No 1 Phillips screwdriver	65	2	16combination spanner
21	1	NO 2 Phillips screwdriver	66	2	17 combination spanners
22	1	Vice grip - 200mm	67	2	18combination spanner
23	1	180mm vernier 0.02mm scale	68	2	19 combination spanners
24	1	250mm water pump pliers	69	2	20 combination spanners
25	1	200mm engineers' pliers	70	2	21combination spanner
26	1	25mm paint brush	71	2	22combination spanner
27	1	250mm flat bastard file	72	2	23combination spanner
28	1	250mm flat 2nd cut file	73	2	24 combination spanners
29	1	250mm flat smooth file	74	2	25 combination spanners
30	1	200mm flat 2nd cut file	75	2	26 combination spanners
31	1	200mm flat smooth file	76	2	27 combination spanners
32	1	150mm flat 2nd cut file	77	2	28combination spanner
33	1	150mm flat smooth file	78	2	29combination spanner
34	1	200mm square 2nd file	79	2	30 combination spanners
35	1	200MM Half Round 2nd file	80	2	31 combination spanners
36	1	200mm round 2nd file	81	2	32 combination spanners
37	1	200mm triangle smooth	82	2	33 combination spanners
38	1	11X Appropriate file Handles	83	2	34 combination spanners
39	1	350mm stilton wrench (Bobbejaan)	84	2	35 combination spanners
40	1	Flat chisel 19 X 200mm	85	2	36 combination spanners
41	1	5 Meter steel tape measure			
42	1	Scriber			
43	1	100mm engineers square 4004			
44	1	500-gram ballpein hammer			
45	1	1 kg ballpein hammer			

Each Qualified Boilermaker must have at his/her own standard fitter toolbox with the following list of tools at minimum:

Ite m	Qty	Description	Ite m	Qty	Description
1	1	Toolbox 460 x 260 x 160mm 5 TIERS	16	1	Spirit Level 450mm
2	2	G Clamps Record 121-6	17	1	Ultra Hacksaw Frame
3	1	5M Tape	18	1	Vice Grip 250mm
4	1	20M Tape	19	1	Chalk line Reel
5	1	Ballpein Hammer 700g	20	1	Steel Rule 300mm

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6	1	Club Hammer 1.8Kg	21	1	Steel Rule 600mm
7	1	Centring Heads Curve O Mark (Centre Finder)	22	1	Steel Rule 1000mm
8	1	Contour Marker (Curve-O-Mark)	23	1	Bevel Gauge Sliding
9	1	Centre Punch 100mm	24	1	Pair Divider 300mm maw
10	1	Cold Chisel 22 x 200mm	25	1	Combination Spanners Gedore 27mm
11	1	Combination Set	26	1	Tinsnips Straight type Gedore
12	1	Engineers Combination Pliers 200mm	27	1	Retractable Knife STANLEY
13	1	Adjustable Wrench 300mm (Shifting Spanner)	28	1	Flexi Curve 450mm
14	1	Engineers Precision Square 150mm m &w	29		Tommy Bar Aftool 450mmx19mm
15	1	Rafter Square 600mm X 450mm	30	1	4 Pound Hammer

Each Qualified Welder must have at his/her own standard fitter toolbox with the following list of tools at minimum:

Ite m	Qty	Description	Ite m	Qty	Description
1	1	CURVO, CONTOUR MARKER STANDARD, CNT1	29	1	SQUARE, RAFTER, METRIC, 45-530, 400X600MM
2	1	LEVEL, TORPEDO/BOAT 2 VIAL, 230MM	30	1	FILE, ROUND, 2ND CUT, 300MM
3	1	HAMMER, BALLPIEN, F/GLASS HANDLE STRIKEMASTER, 200G R	31	1	WRENCH SET, HEXKEY, PS-B9, 1.5-10
4	1	HAMMER, BALLEIN, FIBERGLASS HANDLE, 25224, 700G	32	1	WRENCH, ADJUSTABLE SHIFTER, H/DUTY, 300MM
5	1	BEVEL, SLIDING 3789, ALUMINIUM, 200MM	33	1	SCREWDRIVER SET, BLACKPOINT, 10001, 6PC
6	1	PUNCH, CENTRE, ROUND, 117E, 150MM	34	1	SPANNER, MULTI PURPOSE TOOL, SGIRON CASTING, W237-304
7	1	CHALKLINE, ZINC ALLOY CASE, 30MM	35	1	RULE, MEASURING, STAINLESS STEEL, 1000MM
8	1	SQUARE SET, COMBINATION, C435M-300M, 4PC	36	1	RULE, MEASURING, STAINLESS STEEL, 300MM
9	1	SPANNER SET, COMBINATION, IB, 10-32MM, 12PC	37	1	RULE, MEASURING, STAINLESS STEEL, 600MM
10	1	DIVIDER, SPRING, DD/6, 150MM	38	1	TAPE, MESURING, CHROME CASE, 19MMX5M
11	1	DIVIDER, SPRING, DD/10, M250MM	39	1	TINSNIP, AVIATION TYPE, STRAIGHT, M3R, 250MM
12	1	SQUARE, ENGINEERS, WS GRADE, SS/6, 150MM	40	1	TRUNK ARTISANS 1TRAY 2SLOT, 660X370X285MM, 1168
13	1	SCRIBER, ENGINEERS, MS/-ST, E222, 190MM	41	1	TRUNK ACCESSORY, LOOSE TRAY FOR 1168
14	1	PLIER, FENCING HEAVY DUTY, 300MM	42	1	CURVO, CENTERING HEAD STANDARD, CNT6
15	2	FILE ACCESSORY, HANDLE PASTIC MEDIUM PH11, 200-250MM	43	1	CALCULATOR, SCIENTIFIC, SHARP, EL531
16	2	FILE ACCESSORY, HANDLE	44	2	PLIER, VICEGRIP, NO.137, 250MM

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		PLASTICLARGE PH13,300-350MM			
17	1	FILE, FLAT,2ND CUT,250MM	45	1	CURVO, RADIUS MARKER STANDARD, CNT1224
18	1	FILE, FLAT, BASTARD CUT,300MM	46	2	WRENCH, RATCHET, PODGER,17X19
19	1	CHISEL, COLD FLAT,25X250MM	47	2	WRENCH, RATCHET, PODGER,24X30
20	1	FILE, FLAT, SMOOTH CUT,300MM	48	1	FILE ACCESSORY, BRUSH,463,115X40MM
21	1	CURVE, FLEXIBLE,600MM	49	1	CANVAS BAG 10 FILE CAPACITY
22	1	RULE, STEEL FOLDING, LINE OF CORDS,60R,600MM	50	1	PRICK PUNCH 4MM TIP X 125 MM LONG
23	2	CLAMP, UTILITY, UF,65M	51	1	MALLET, RUBBER, HEAVY DUTY, #700050MM,600G
24	1	WELDING ACC, LIGHTER TRIPLE FLINT,TFL	52	1	ONE SET TRAMMEL HEAD,PAIR,KEN597-6500K
25	1	HACKSAW, FRAME,20-2T,300MM	53	1	WELDING, ACC, MAGNET SQUARE,HEAVY DUTY,W4234
26	2	HACKSAW BLADES	54	1	HAND GUARD GD 3645
27	1	WELDING ACC,CLEANER,NOZZLE	55	1	STAINLESS STEEL RULE 150 MM
28	1	HAMMER, CHIPPING,SPRING HANDLE,STRAIGHT			

Each Semi-skilled personnel must have at his/her own standard fitter toolbox with the following list of tools at minimum:

Item	Qty	Description
1	2	10 Spanner
1	2	13Spanner
1	2	17 Spanner
2	2	19 Spanner
3	2	24 Spanner
4	1	Tommy bar 600 mm

Supervisor, Artisans, Boilermakers and Welder must be capable of undergoing a permit to work training and panel interview as it is a requirement to be authorised. Within a period of 6 months all Supervisors, Fitters, Welders and Boilermakers must be authorised as responsible person failure to do so Employer will request replacement of that skill. The training will be provided by the Employer.

Riggers must be capable of undergoing authorised supervisor training and panel interview as it is a requirement to be authorised. Within a period of 6 months all Riggers must be authorised as authorised supervisors, failure to do so Employer will request replacement of that grade. The training will be provided by the Employer.

Supervisors, Fitters, Boilermakers, Welders and Semi - skilled to be capable of undergoing basic rigging training. The training will be provided by the Employer.

Semi-skilled must undergo fire watch training. All the employees must be able to undergo the statutory and SHE trainings required.

The Supervisors must ensure attendance of all maintenance, production, SHEQ or any other meeting requirements arranged by Employer at the designated venues.

The Contractor planned maintenance schedules must be in co-operation with the Employer and these plans must be in line with the Work Week management planning.

Supervisors must ensure that Eskom Lethabo Power Station normal working hours are adhered to by all Contractors' employees unless stated otherwise by the Employer: Mondays to Thursdays, start work at 07:15 and finish work at 16:30 and Friday's start work at 07:15 and finish work at 12:15.

All Artisans must be in possession of valid driver's licence and be capable of undergoing the training to be authorised to operate forklift as this machine is crucial and mostly used for coal plant mechanical maintenance.

All Artisans must be capable of undergoing training to operate mobile and overhead crane as these machines are crucial and mostly used for coal plant mechanical maintenance.

The Contractor's employees must be able to do standby duties, planned and unplanned overtime as and when required in line with the law and contractual requirements.

The Contractor must be responsible for transporting their employees to and from work, tools, and spares to and from plant, provide their employees with full personal protective equipment and meals during long hours of work as per regulations. The Contractor must provide their employees with lockers for the safe keeping of their belongings.

The Contractor must provide the following vehicles for use during standby, emergency and the maintenance of the plant. Contractor is responsible for the maintenance of the vehicles and fuelling:

- 2 x LDV's on Site Double cab
- 1 x LDV's on Site Single Cab
- 1 x sedan on site
- 3 x bus (16-seater)

The Contractor must transport employees for standby purposes, emergent work and for to and from home.

The Employer will provide the following back up services and mobile equipment:

- Tractor and trailer
- Crane
- Forklift
- Scaffolding
- Mobile generator
- Diesel (for Eskom mobile equipment)
- Welding machine and gas cylinders
- Spares

1.1 Executive overview

1.2 *Employer's requirements for the service*

- Before work starts on site, an inaugural meeting is held with the Contractor and the Employer, to explain in detail all requirements of the Site Regulations.
- The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Employer and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Employer.
- The Contractor must ensure that all personnel operating mobile equipment and vehicles are authorised, this includes but not limited to.
 - Forklifts
 - Mobile cranes

- Cherry Pickers
- Sky Jacks
- The Contractor shall be responsible for the regular inspections and daily equipment checks of the mobile equipment and vehicles including record keeping.
- The Contractor must ensure that all personnel performing work on the plant/site are authorised, this includes but not limited to.
 - Confine space locations
 - Working at heights
 - Heat stress areas
 - Scaffolding
 - Hazardous substances

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
Contractor:	Service provider contracted for supplying specific service to Eskom, Lethabo Power Station.
Employer:	Eskom, or Eskom Lethabo Power Station
BS:	British Standard
BU:	Business Unit
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
LPG:	Liquid Petroleum Gas
NEC:	New Engineering Contract
NPSH:	Net Positive Suction Head
ORHVS	Operating Regulations for High Voltage Systems
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR	Plant Safety Regulations

PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
WPS	Welding Procedure Specification
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
STEP:	Station Thermal Efficiency Program
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

N/A

2.2 Management meetings

There will be planning meetings held by (the employer and service providers) when there is works required, on planning how long will the works take.

Safety meetings are also held on an and as when required basis to ensure safe working environment.

Prior to invoicing, the service provider and the service manager will have a meeting where the assessment will be reviewed, based on the works completed in the plant.

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

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

2.3 *Contractor's* management, supervision, and key people

As per scope of work

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

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

PROJECT OR CONTRACT TITLE: Coal plant maintenance resources for a period of five (5) years

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (Add other as required)

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

2.7 Contract change management

N/A

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

N/A

2.9 Insurance provided by the *Employer*

As per TSC3 Core Clause 86.1.

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

The *Employer* supply water and electricity to service provider.

2.12.2 Information and other things

MSDS for handling all chemicals are needed.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases, all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases, only parts of the *service*

may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The contractor will be required to submit the safety file with the minimum requirements stipulated in annexure no 4 of construction SHE management procedure (32-136)

This safety file will be subject to approval by the Employer

Random SHERQ audits will be conducted during works. Any deviation from the above will result in work stoppage or subsequent termination in accordance with NEC contract (clause 90). Regular inspections. The NCR process to follow should the compliance fails.

3.2 Environmental constraints and management

Contractor to be familiarized with Lethabo Environmental statement of commitment (PS010)

SHE File to be approved by the Environmental Department.

Contractor shall submit an Aspect and Impact Register that complies with the ISO 14001:2015 standard.

Contractor shall submit an Environmental Management Plan (EMP) associated with its significant risks, EMP shall comply with the ISO 14001:2015 standard.

Contractor shall familiarise him/herself with the Environmental procedures related to the activity (Waste Management procedure LBE 22004PC and Environmental Spill management LBE22005)

Self-audits during work execution will be conducted weekly whereby environmental risks are identified.

Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department.

All oil shall be removed from the gearbox prior to transportation to minimise risk of oil spillages

Oil must be drained into designated containers for waste oil and transported to the temporary hazardous waste site.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

- The *Contractor* who executes a maintenance activity is responsible for the quality of their work. Formal quality control shall be applied as appropriate to all level 1 and 2 plants and to all critical activities on level 3 plants. The quality inspection plan must contain the minimum quality control requirements. Internal quality inspection plans must be numbered according to LMT00001.

3.3.1. Quality inspection plans

- Quality inspection plans define the sequence of activities to be performed. The QIP must indicate all associated hold and witness points as well as the person responsible for these activities. All controlling documentation must be indicated as well as the documentation required.

3.3.2. Lethabo Quality Control Inspectors

Quality control inspections will be conducted on behalf of Eskom by a quality inspector from Maintenance Support Services Section. The quality inspector must be authorised by the Power Station Maintenance Manager in terms of LMA10002. The inspections will be carried out to provide an assessment of conformance to specification and quality requirements. These

- Inspections do not take any responsibility away from the supervisor or artisan performing the work.
- The quality inspector's responsibilities include the following:
- Reviewing maintenance procedures and work instructions and indicating witness and hold points.
- Verifying that specified quality requirements have been achieved by inspecting work in progress and indicating acceptance on the quality control plan.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

As per scope of work

4.1.2 BBBEE and preferencing scheme

Suppliers shall be allocated points in accordance with the Preference Points Scorecard applying 80/20 preference point system.

NB: The supplier shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within three (3) months, should ownership of the company change during the life of the contract.

4.1.3 SD&L Undertaking

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Note: The undertakings shall be sourced from previously disadvantaged Communities around Sedibeng and Fezile Dabi District Municipalities.

1. Enterprise Development

The main contractor will be required to propose development in the following above mentioned district Municipalities

Support Description	Tenderer Proposal
<p>The winning bidder to identify and incubate a Small Measured Entity from the above-mentioned District Municipalities. Assistance could be in the form of business support/ equipment/finance.</p> <p>Winning bidder will also be expected to draft an ED proposal within eight weeks of tender award. ED agreement must be signed with the beneficiary and sent to Eskom for review and acceptance. Progress will be monitored throughout the duration of the contract.</p>	<p>Willing to work with any suggested SME by Eskom to assist in the form of business support/ equipment/finance.</p>

Job Creation

Tenderer to indicate number of Jobs to be created and/or retained from this contract:

Number of Jobs to be created	Number of Jobs to be retained
45	0

Local pool criteria:

Type of jobs	Target set (local-to-site)	Suppliers Proposal
General workers	100%	100%
Semi-skilled	70%	70%
Skilled	30%	30%

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

A tenderer may not sub-contracts more than 100% on Scope of Work

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

As per scope of work

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 Contractor's procurement of Plant and Materials

As per scope of work

4.3.4 Tests and inspections before delivery

N/A

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

None

4.3.6 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

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

Site Procedures and Regulations

Site location and Security

- The Site is at Lethabo Power Station situated \pm 18 km South of Vereeniging on the Viljoensdrift - Deneysville Road, Free State. Access to the site will be via the main security gate only.
- The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* to allow in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

5.2 People restrictions, hours of work, conduct and records

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

5.3 Health and safety facilities on the Affected Property

- All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.
- The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre- and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g., 3- way, Questioning attitude, Procedural adherence, Hand overs and other.
- A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

Health and Safety Requirements

The *Contractor* and his sub-*Contractors* always ensure compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors*, and mandataries with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The *Contractor*, always, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* regarding compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is always responsible for the supervision of its employees, agents, Sub-*Contractors*, and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.
- 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 authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*.
- refuse any employee, Subcontractor, or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

- The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.
- 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* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
- The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-*Contractors*, or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
- The *Contractor* agrees that the *Employer* is relieved of all its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents, or Sub-*Contractors*, to the extent permitted by the OHSA.
- The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub-*contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
- In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials, or equipment.

Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.
- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available, or plant tested than this can be

applied for at the Outage Management Meeting at least 1 day in advance.

- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

Transportation of passengers: open LDV's:

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

- All passengers must be transported in a closed vehicle with proper and adequate Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on-site and off-site transportation of passengers.

Eskom Life Saving Rules:

Life Saving Rules have been developed that will apply to all Eskom *Employees*, agents, consultants, and *Contractors*.

Rule 1: Open, Isolate, Test, Earth, Bond, and/or insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.
- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.
- The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in LBA 00030.

Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment, then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training requirements must comply with the Works Information and statutory requirements.

Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

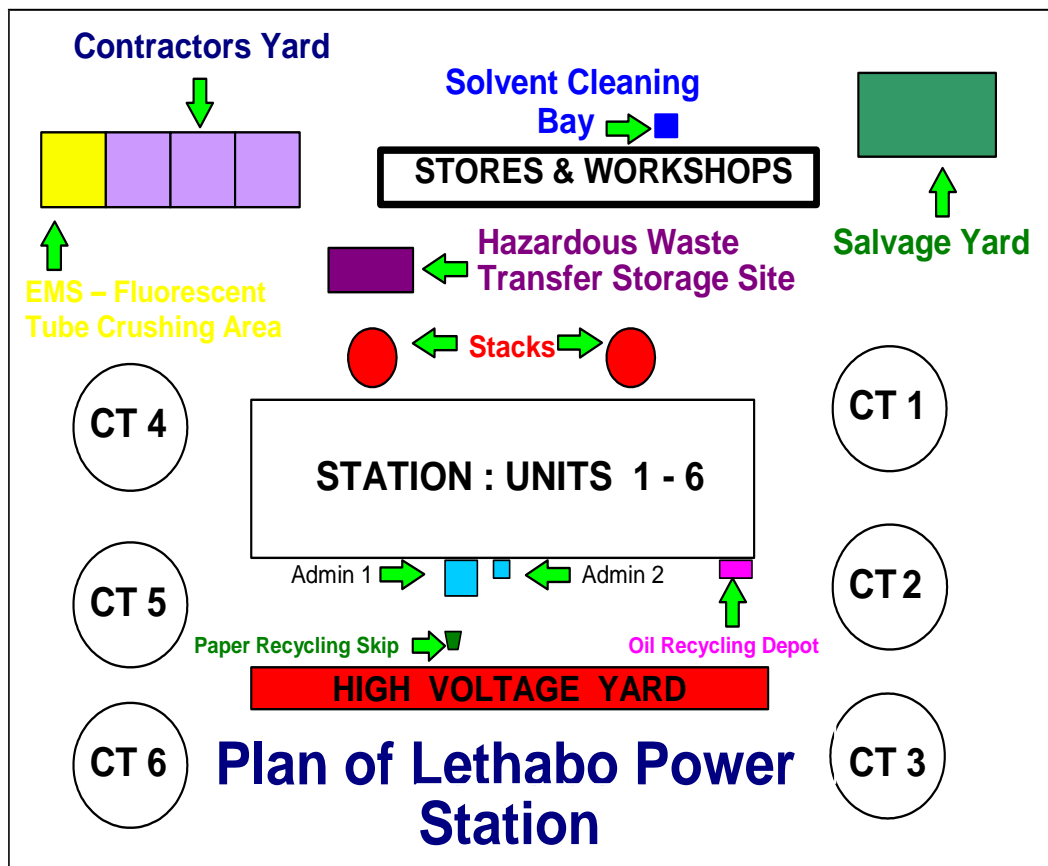
Environmental Policy and Waste Handling

The *Contractor* shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of works if required as per the Works Information.

Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the white waste bins
- No stockpiling will be permitted
- Production waste in the marked bins i.e., coal and ash only
- Paper in its recycling bin
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins in the Salvage Yard. Solvents and cloths used to the Cleaning Bay.



Hazardous Waste Disposal and Handling

- Any new hazardous waste that comes to the temporary hazardous waste site must be accompanied by an SDS; all other hazardous waste can be delivered without the SDS.
- An inventory is signed by the person who delivers the hazardous waste, and the waste coordinator must acknowledge the receipt of the waste.
- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

Additional General information

LBS00067 to be used as it contains statutory requirements as well as the minimum, SHE requirements to which Eskom employees and contractors must comply whilst performing work on the premises of Lethabo Power Station.

The purpose of the procedure is to assist the Contract Supervisor or Project Manager, and the contractor to develop, implement and maintain an organised Safety, Health and Environment Management Plan performing work.

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the public), to protect the environment and property against any harm during performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

Plant & Materials

- The *Employer* may at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required.

Equipment or Material Access and Removal

Access

- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.

Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists. (Security Access Sign In)
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the OV18 form will need to be produced at the gate when leaving the site.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original OV18, with which the *Contractor* brought the equipment on site.

Site or Area Establishment and Evacuation

Application for Site Establishment:

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- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application to be submitted as stipulated below
- The location of the site or area is indicated during the site or area take-over inspection.

Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*. A site inspection to be conducted by both parties prior to site establishment
- The *Employer* will require full access at all times of the *Contractor's* site or area for inspection.
- The *Contractor* will remain accountable for the security of his designated site area. The *Employer* will accept no accountability for any theft, losses or damage under the *Contractors'* control

Site De Establishment:

- The *Contractor* advises the *Employer* in writing, five (5) days prior to site de establishment in accordance with LBA 00030.
- Site de establishment cannot proceed without the approval of the *Employer* in writing. Final payment and the first portion of the retention (where applicable) will not be released if not supported by the *Employer*, as this is seen as part of the works.

Information Required for Site Establishment:

- Note that the below will be based on the Contractor's planning for execution of the works. The price schedule should be completed as per required Section A
- The information supplied will assist in site allocation

Description	Quantity	Comments: Contractor to explain quantity requirements
Equipment:		
Container		
Store		
Vehicle		
Generator		
Plant equipment (i.e., crane, forklift, hoisting equipment)		
Ablution Facilities		
Other		
People: (where applicable)		
Site Manager		
Safety Officer		
Supervisor		

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Storeman		
Artisan		
Electrician		
Welder		
Semi-Skilled		
General Labourers		
Other		
Materials: (where applicable)		
Oil		
Cleaning Equipment		
Hazardous Material		
Other: (where applicable)		
Hot permit requirement		