

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :



NEC3 Term Service Contract (TSC3)

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

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

**for Dust Handling Plant Maintenance Services During
Normal Maintenance and Outages at Tutuka Power
Station for a period of 5 years**

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

CONTRACT No. [Insert at award stage]

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PART C1: AGREEMENTS & CONTRACT DATA

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

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C1.1 Form of Offer & Acceptance

Offer

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

Dust Handling Plant Maintenance Services during Normal Maintenance and Outages at Tutuka Power Station for a period of 5 years

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**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.

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]

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

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	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	Dust Handling Plant Maintenance Services During Normal Maintenance and Outages at Tutuka Power Station for a period of 5 years
11.2(14)	The following matters will be included in the Risk Register	As per Annexure B of this document on 2nd last page
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	1 week of the Contract Date.
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th 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	60 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest

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(calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	Works or tasks not included in the scope of work or annexures or appendices, will be discussed with <i>Employer</i> and <i>Contractor</i>
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	Risks as per Risk Register Annexure B of this document NEC3 TSC Insurance Core Clauses shall be applied including Z12 for this Contract
80.1	These are additional <i>Employer's</i> risks	1. Get into contact with electricity low and high voltage and as per Annexure B in the second last page of this document
9	Termination	NEC3 TSC core clause 9 shall be applied for termination.
10	Data for main Option clause	
A	Priced contract with price list	In C2.2
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	N/A
11	Data for Option W1	

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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	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation		
X1.1	The <i>base date</i> for indices is	The month prior to the enquiry closing date.	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		0.	[•]
		15%	non-adjustable
		100%	

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X2	Changes in the law of	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	Annexure A on the second last page of this contract document
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
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <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
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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this 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	1 month 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	Within the same day of receiving the programme after Kick-off meeting
X20	Key Performance Indicators (not used	Annexure C On the last page of this document

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	when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C on the last page of this Contract Document. No incentives will be paid out for Key performance indicators. KPI's are for to monitor performance of this contract
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	6 months interval
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

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and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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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 *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

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Affected Party to act unlawfully or illegally,

- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or *SubContractors* or the *SubContractor's* employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the *Services* if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the *Services* for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the *Services* for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity

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Loss of or damage caused by the Contractor to the Employer's property	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's 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 Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum lir of indemnity
Assets All Risk	Per the insurance policy document

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

inlet.

Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

Notes to a tendering Contractor:

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

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

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

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

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

Job

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	R

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

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	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for <i>Services Provided to Date</i> is the total of</p> <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. <p>(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.</p>
-------------------------------------	------------	---

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.

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

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

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

Format of the *price list*

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

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

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

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

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

PROJECT TITLE: DUST HANDLING PLANT MAINTENANCE SERVICES DURING NORMAL MAINTENANCE AND OUTAGES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS :

C2.2 the price list

Maintenance Portion

Item	Description per Unit	Unit	No of personnel / item	Expected Quantity (60 Months)	Rate	Total
1	Monthly fixed cost	/ month				
	Site Manager	Hr				
	Site Supervisor	Hr				
	Safety Officer	Hr				
	Qualified Fitters	Hr				
	Semi-skilled	Hr				
	Assistants	Hr				
	Boiler Maker	Hr				
	Rigger as and when required	Hr				
	Quality Controller	Hr				
2	Normal and Saturday Overtime					
	Site Supervisor	Hr				
	Safety Officer	Hr				
	Fitters	Hr				
	Boilermaker	Hr				
	Semi- skilled	Hr				
	Assistants	Hr				
	Rigger 'As and when required'	Hr				
	Quality Controller	Hr				
3	Sunday / PH Overtime					
	Site Supervisor	Hr				
	Safety Officer	Hr				
	Fitters	Hr				
	Boilermaker	Hr				
	Semi- skilled	Hr				
	Assistant	Hr				
	Rigger "As and when required"	Hr				
	Quality Controller	Hr				
4	Standby allowance for 1 team	per team				

	1 team should consist of 2 x Fitters, 3 x semi -skilled, 1 x Supervisor, 1 x assistant	per month	Per team			
5	Other Services - "As and when required"					
	1 x HDPE Pipe Plastic Welding team, with its own equipment	ea	Per month			
6	Once off costs					
	Site establishment	Sum	1			
	Site de-establishment	Sum	1			
7	Other tools and equipment and Machinery					
	Hydraulic puller 100 ton to 220V	Sum	1	Once -off		
	Bearing Puller 10 ton Hydraulic	Sum	1	Once-off		
	10 ton Mobi-Lift (Forklift)	Hr	1			
	10m3 tipper truck	Hr	1			
	Vacuum Truck (Supper Sucker) (As and when required)	Hr	1			
	Bob cat (As and when required)	Hr	1			
	TLB	Hr	1			
8	Yearly Costs					
	Safety File	Sum	1	Once off		
	Medicals (per person)	Per year				
	PPE - once off 1 x arc-flashsuits, face shield for RP, torch, safety harness, rainsuit, vari-phones safety shoes, gumboots, earphones/ dust masks, hard hats, goggles, safety gloves -per person each year	Per year				
9	Time related monthly costs					
	Transport h-w-h 22 seater(60km)	/day	1			

	Transport h-w-h 14 seater (60km)	km	1			
	Travelling for call out 2 x LDV at 60 km	km				
	TOTAL NORMAL MAINTENANCE COST FOR 5 YEARS					R

Item No		Unit	Quantity of personnel / Item	Rate	Total
12	Boiler IN's team, Refer to Outage Plan (14 days for each IN) (Qty IN's = 13) (12 hours/day)				
	Supervisor	Hr			
	Safety Officer	Hr			
	Artisans, qualified Fitters	Hr			
	Rigger on as and when required, with Red Seal	Hr			
	Semi-skilled	Hr			
	Assistants	Hr			
	Boiler Maker	Hr			
	Greasers	Hr			
	Site establishment	Sum	1		
	PPE ((include torch, safety harness, 2 x overalls per year, safety shoes, gumboots, earphones/ variphones, hard hats, goggles, arch flash suits)	Per year per person			
	Safety files	Sum	1 (once off)		
	Medicals	Per year per person			
	OTHER TOOLS AND EQUIPMENT				
	a) Torque wrenches	Sum	1 (once off)		
	b) Hydraulic puller for dust plant gearboxes removal. (100-ton, 220 V)	Sum	1 (once off)		
	c) Submersible sump pump for slurry water with discharge hose pipes and power cable extensions. (220V)	Sum	1 (once off)		

	d) Welder set.	Sum	1 (once off)		
	e) Acetylene/Oxygen bottles set with hoses, valves, pressure gauges and torches, Bottles refilling is part of the Contractor's costs.	Sum	1 (Once -off)		
	f) 10-ton mobi - lift for the removal of gearboxes and motors and the installation of these gearboxes and motors.	Hr			
	g) 3 – ton truck to transport any equipment/drives on site.	/day			
	h) 6 – ton tipper truck.	/day			
	i) Five spades.	Sum	5 (Once off)		
	j) Angle grinders.	Sum	1 (Once off)		
	k) Laser Alignment equipment and clock gauges for conditioner drives alignments. (Pruftechnik)	ea	12		
	l) Two-way radios with batteries and chargers.	Sum	1(Once-off)		
	m) Two Five-ton chain blocks. Lifting height each = 20 meters.	Sum	2 (Once off)		
	n) Two three-ton chain blocks, Lifting height each = 5 meters	Sum	2 (Once- off)		
	o) Two Coffin hoist (Pull lift) 3 tons and lifting height is 3 meters.	Sum	2 (Once – off)		
	p) One bearing puller, 10 tons, hydraulic.	Sum	1 (once off)		
	q) 4 x 200 Watts Spotlights on stands	Sum	4 (Once -off)		
	Transport h-w-h (60km)	/day			
	Accommodation	/day			
	Site de-establishments	Sum	1		
	Total Per One Boiler IN				R

	TOTAL FOR ALL 13 IN'S OVER 5 YEARS PERIOD				R
13	Boiler GO's team, Refer to Outage Plan (43 days for each GO) (Qty GO's = 12) (12 hours per day)				
	Supervisor	Hr			
	Safety Officer	Hr			
	Artisans, qualified Fitters	Hr			
	Rigger on as and when required, with Red Seal	Hr			
	Semi-skilled	Hr			
	Assistants	Hr			
	Boiler Maker	Hr			
	Greasers	Hr			
	Site establishments	Sum	1		
	Medicals	Per year per person			
	PPE (include torch, safety harness, 2 x overalls per year, safety shoes, gumboots, earphones/ variphones, hard hats, goggles, arch flash suits)	Per year per person			
	Transport h-w-h (60km)	Per day			
	Accommodation (as and when required)	Per day			
	Site de-establishments	Sum	1		
	Total Per One Boiler GO				R
	TOTAL FOR ALL 12 GO'S OVER 5 YEARS PERIOD				R

TOTAL MAINTENANCE AND BOILER IN/OUTAGE PRICE

R

Note:

- **Contractor to supply rates only. No quantities and totalling of tendered prices should be inserted by Contractor.**
- **Normal Time: is estimated at 173 hours per month.**
- **Prices will be fixed and firm in the first year, CPA will be applicable from 2nd year onwards. CPA proposals to be submitted with tender returnables.**
- **HDPE is estimated to be done 48 times a year**
- **All Artisans must have a Red Seal qualification (section 28 will not be allowed)**
- **All Boiler IN's and Boiler Outages, the General Costs are part of the Price List.**
- **Total cost breakdown must be submitted by the Contractor.**
- **In the case where the Contractor's site has already been developed no Site establishment will be applicable**
- **During GO Accommodation in local guest houses will be for management team. Skills such as semi-skilled, assistants and greasers including skilled people that are sourced locally will not be catered for.**

Security / Criminal Clearance Check

- **Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal Contractor appoints a subContractor, the same provisions and measures will apply to the subContractor.**
- **Acceptance of the tender is also subject to the condition that the Contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.**
- **Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.**
- **Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such dismissal.**

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope of work for the Dust Handling plant maintenance contract consists of preventative, corrective and outage maintenance.

Plant overview

The station uses electrostatic precipitators (ESP) to collect ash from the flue gas stream. The ESPs comprises five electric fields with forty ESP ash hoppers. The fly ash contributes to about 80% of the total ash produced by the station. The fly ash collected by the ESPs is discharged into the ash hoppers.

Ash continuously gravitates out of the ash hoppers into the hopper conveyors. There are eight hopper conveyors per unit which receives ash from the ash hoppers. The hopper conveyors discharge the ash into the dust transfer conveyors. Each unit is equipped with three dust transfer routes, off which one is always on standby.

The dust transfers conveyors discharges fly ash into the bucket elevators. These elevate ash into the ash bunker. There are three ash bunkers with each catering for two units at a time.

1.1.1 Operating and Maintenance Philosophy

Dust Plant

The maintenance departments are performing plant inspections while the dust handling system is on load. The dust handling plant bearings greasing, gearboxes oil level top ups, chain tension adjustments, all slide gate valves inspections/repairs for ash leaks and operation, single flap valves inspections/repairs for free operation, double flap valves inspections/repairs for free operations, replacements of leaking compensators, bucket elevator chain elongations adjustments, bucket elevator sump roofs repairs and sealing, bucket elevator sheet metal skirtings repairs and chain replacements can be done while the relevant boiler is on load. Any gearbox/drive/motor replacements need to be done while the boiler is on load. Any defective electric motor needs to be removed for the Electrical Maintenance Department, so that EMD can send it away for repairs. EMD will supply the new/repaired motor and the mechanical *Contractor* will install the motors, with its pinions. All drives vibrations are monitored by a third-party *Contractor* every month. If a drive vibration level is too high, then the relevant drive or motor needs to be replaced. The boiler outage scope of work is determined during the boilers IN's inspection, 18 months before the relevant boiler general outage. This is done by performing detailed spot inspections on different sections of the DHP.

The duration required for detailed inspection for scope determination is approximately 3 days. Any worn chain conveyor chain and bucket elevator chain need to be replaced during these boilers IN's.

Regarding the replacement and repairs of the chain conveyors drive-end ramp rails, it is recommended to replace it while the unit is on load.

The lifetime of these items is approximately two years. The recommendation is to replace the ramp rails every 18 months to coincide with the interim outage opportunity (IR). The chain conveyor drive sprockets on all the conveyors should be replaced every three years.

The chain conveyors idlers and chains should be replaced every 3 years and the chain conveyor wear rails should also be replaced every 3 years. The chain conveyor liner replacement is every 6 years. The replacement of the bucket elevators chains can be performed while the unit is on load. It is recommended to have sufficient spares in stock for these bucket elevators. The minimum and maximum stock level for the bucket elevator chain should be 90 and 180 meters respectively. The buckets minimum stock level should be 50 buckets.

During Boiler Outages, all worn rails, liners, sprockets, idlers, bucket elevator chains, buckets, boot station components, drive segments and any worn shaft/bearings needs to be replaced. Any faulty slide gate valves need repairs or replacements, and any faulty single flap valves need to be repaired or replaced. All faulty double flap valves need repairs during these Boiler Outages. Any leaking compensators should be replaced.

The minimum stock level of the hopper conveyor chain should be 520 meters and the minimum stock level of the transfer conveyor chain should be 320 meters. There should always be three spare motors and gearboxes available in the stores for each for the hopper conveyor, transfer conveyor, double flap valve and bucket elevators. Five spare single flap and double flap valve should always be available in the stores. It is also recommended to have five hopper discharge compensators in the stores and the same should apply for the compensators at the inlets of the transfer conveyors. One spare hopper discharge slide gate valve and one bunker inlet slide gate valve should be a stock item. Should there be any conveyor chain and buckets damages due to scrap metal, then these costs should be recovered from the insurance.

Common Plant

Three of the six ash conditioners are on maintenance and cleaning every week, while the other three ash conditioners are on load. The one stream common conveyor is also on maintenance and cleaning every week, while the other conveyor stream is on load. There are three aeration air blowers, and these three aeration air blowers are always on load. Any blower inspections, oil changes, drive belts replacements, filters cleaning and blower replacements must be done, while the ash conditioners are on load. Ash bunker inspections and repairs can be performed while one boiler is on IN's and Outages.

1.1.2 Description of the Works

The Scope of Work entails

The scope of work for the Dust Handling plant maintenance contract consists of preventative, corrective and outage maintenance.

The scope of work for this contract begins at the discharges (Slide Gates) of the fly ash hoppers and terminates at the discharge of the ash conditioner onto the conveyor belt.

The plants that will be covered for all units are as follows:

- a) Six Ash conditioners
- b) Conditioner water supply system, which includes the common HDPE pipes from the conditioners up to the tar road next to unit 1.
- c) Ash bunkers aeration air system x 6.
- d) Aeration air blowers x 3.
- e) Ash bunker venting system x 6.
- f) Venting pipeline system from the ash bunker top to the dust handling plant x 6.
- g) Venting pipeline system from the ash bunkers to the precipitators inlet ducts x 6.
- h) Bucket elevators x 18
- i) Hopper conveyors x 48
- j) Dust transfer conveyors x 30
- k) All side gate valves.
- l) All single flap valves.
- m) All double flap valves.
- n) All compensators.

Preventative Maintenance includes the following:

- a) Inspection and oil change on conditioner gearboxes
- b) Manual testing of valves on conditioners
- c) Lubrication of Labyrinth seals
- d) Conditioner bearings greasing.
- e) Conditioner timing gears inspection and lubrication.
- f) Replacement of conditioner timing gear compartment oil.
- g) Conditioner air slide membrane and paddle blades inspection and replacement.
- h) Repairs and replacement of the ash conditioners product flow control valves with its actuators.
- i) The repairs and replacements of any butterfly valves and its actuators.
- j) Replacements of whole ash conditioners.

- k) Replacements of conditioner drives. Note: If the *Contractor* do not have an artisan who can do drive laser alignments and to produce reports of alignment readings, then *The Contractor* needs to Rent a Laser Alignment Technician at *Contractor's* own cost.
- l) Lubricate all the bearings on the whole dust handling plant. (hopper conveyors, double flap valves, single flap valves, transfer conveyors and bucket elevators.)
- m) Single flap and double flap valves inspections for free operation.
- n) Cleaning and inspection of all motors and gearboxes
- o) Inspection of buckets
- p) Inspection of discharge chutes
- q) Inspection and removal of pressure relief valves for calibration
- r) Chain tension adjustments on all the chain conveyors and bucket elevators.
- s) Chain tension indicators adjustments.
- t) Bucket elevator chains elongation indicators adjustments.
- u) Inspection of the bucket elevator sump roof plates and the bucket elevators drainage sheet skirtings.
- v) Keep record of all the running hours of the chain conveyors and bucket elevators monthly.
- w) Chain inspections on all the chain conveyors and bucket elevators.
- x) Inspection of all sprockets and idlers on chain conveyors and bucket elevators.
- y) Inspections of all wear rails and liners on chain conveyors and bucket elevators.
- z) Aeration air blower system inspection and lubrications.
- aa) Ash bunker aeration system inspection.
- bb) The bunker venting system inspection.
- cc) DHP venting lines inspection.

Corrective Maintenance includes the following:

- a) Replacement and repairs of worn hopper conveyors, transfer conveyors, chain conveyors drives sprockets, idlers wears rails; liners, chains; dust leak repairs, bucket elevator chains and buckets and chain tension adjustments. Replacement of any dust plant gearbox/drive/motor.
- b) Any bucket elevator sump roof plates repairs and roof plates watertight sealing and any bucket elevator sheet skirtings repairs in order to prevent rainwater from entering the sumps. If there is any ash spillages in these bucket elevator sump, then the *Contractor* need to remove this ash and transport it to TT02.
- c) If there is any water in these sumps, then the *Contractor* need to pump out this water with her/his is own sump pump. The discharge hose of this pump must long enough to discharge the water towards the degritting sumps at the ID Fans.
- d) Replacement of worn ash conditioners, paddle blades, drive shafts, bull gears, gearboxes, fluid couplings and motors, conditioner drives laser alignments, air slides and product flow control valves, with its actuators. Water pipeline leak repairs. Replacement of faulty valves and control valves on the ash conditioner. Replacement of faulty valve actuators. Stroke-checking of all valves. *Eskom Riggers* will help the *Contractor* during total ash conditioner replacements.
- e) Aeration air blower filter cleaning and replacement and the cleaning of the secondary filter systems. Aeration air blower drive belts inspection and replacements. Aeration air blowers' replacements.
- f) Valves require repairs and pipeline leak repairs and the unblocking of pipelines on the dust handling plant venting systems. The unblocking of ash bunker venting system on the top of the bunker roofs.
- g) Ash bunker aeration air pads replacements and the replacement of faulty valves and distribution rotary air valve with its gearbox.
- h) Conditioner stainless steel pipe repairs and the HDPE pipeline repairs. The HDPE pipe diameters are 180 mm and 315 mm. Pipe class is class 12. In the case where HDPE pipes requires plastic welding, then the *Contractor* need to bring in *Plastic Pipe Welders* with their equipment to perform any HDPE pipes welding. In case where Eskom Welders are not available to perform steel plate welding and stainless steel 304 pipe welding, then the *Contractor* needs to provide Welders for any mild steel welding and stainless-steel pipe welding.

- i) During plant break down events and if there are no *Eskom Riggers* available, then the *Contractor* needs to provide *his/her* own riggers to handle heavy equipment. These riggers need to have Red Seal Qualifications and are qualified to use air winches and portable winches. The total ash conditioner weight is 10 tons. The *Eskom Rigging Supervisor* or *Eskom Rigging Contract Supervisor* or *Eskom Rigging Contract Manager* need to supervise these DHP *Contractor's Riggers*.
- j) During bucket elevator drives replacements and chain conveyor drives replacements and it is noted that there is no *Eskom* hydraulic puller available, then the *Contractor* needs to provide *his/her* own hydraulic puller.
- k) In general, there are three Boiler IN's and two Boiler Outages every year. The boiler outage scope of work is determined during the boilers IN's inspection, 18 months before the relevant boiler general outage. This is done by performing detailed spot inspections on different sections of the DHP. The duration required for detailed inspection for scope determination is approximately 3 days. Any worn chain conveyor chain and bucket elevator chain need to be replaced during these boilers IN's. During Boiler Outages, all worn rails, liners, sprockets, idlers, valves, compensators, bucket elevator chains, buckets, boot station components, drive segments and any worn shaft/bearings needs to be replaced.

1.1.3 THE STANDARD SCOPE FOR BOLIER IN'S AND GO'S ARE AS FOLLOWS:

STRIPPING

HOPPERS A – H

Stripping off:

- a) Strip top covers.
- b) Strip side covers.
- c) Strip drive station.
- d) Strip tail end.

BUCKET ELEVATOR A-C

- a) Open Top cover
- b) Open inspection doors (Wire rapper level)
- c) Open inspection doors (Blower level)
- d) Open inspection door (Conditioner level)
- e) Open doors on boot station

DUST TRANSFER A1,A2 B C1&C2

- a) Open top covers
- b) Strip drive station
- c) Strip tail end

REFURBISHMENT**HOPPERS A – H**

- a) Replace idler
- b) Replace NDE shaft seals.
- c) Replace bottom shoe at NDE.
- d) Repair gearbox oil leak.
- e) Replace tri-angle plate.
- f) Replace ramp rail.
- g) Replace bottom plate at drive-end.
- h) Replace chain tension indicator arm.
- i) Tighten hopper conveyor restrictor plates.
- j) Replace all rails and Y-rails.
- k) Replace liners.
- l) Replace worn drive shafts and bearings.
- m) Replace sprockets.
- n) Slide gate valves repairs/replacements.
- o) Single flap valves repairs/replacements.
- p) Double flap valves repairs/replacements.

DUST TRANSFER A1,A2 B C1&C2

- a) Replace top rail support beam at the NDE.
- b) Replace NDE shaft seals.
- c) Replace all rails.
- d) Replace all liners.
- e) Replace chain.
- f) Remove drive and send it for refurbishment
- g) Replace worn drive shafts and bearings.
- h) Replace sprockets and idlers.

BUCKET ELEVATOR A-C

- a) Replace drive shaft bearings.
- b) Replace drive shaft seals.
- c) Replace worn drive shafts.
- d) Replace chain
- e) Replace missing and damaged buckets.
- f) Replace friction wheel segments, hubs and sprockets.
- g) Replace boot station bushes.
- h) Replace boot station blocks.
- i) Replace boot station shafts.
- j) Replace boot station take-up guide liners.

k) Remove drive and send it away for refurbishment.

1.1.4 Tools requirements:

- r) Torque wrenches
- s) Hydraulic puller for dust plant gearboxes removal. (100-ton, 220 V).
- t) Submersible sump pump for slurry water with discharge hose pipes and power cable extensions. (220V)
- u) Welder set.
- v) Acetylene/Oxygen bottles set with hoses, valves, pressure gauges and torches, Bottles refilling is part of the *Contractor's* costs.
- w) 10-ton mobi - lift for the removal of gearboxes and motors and the installation of these gearboxes and motors.
- x) 3 – ton truck to transport any equipment/drives on site.
- y) 6 – ton tipper truck.
- z) Five spades.
- aa) Angle grinders.
- bb) Laser Alignment equipment and clock gauges for conditioner drives alignments. (Pruftechnik)
- cc) Two-way radios with batteries and chargers.
- dd) Two Five-ton chain blocks. Lifting height each = 20 meters.
- ee) Two three-ton chain blocks, Lifting height each = 5 meters
- ff) Two Coffin hoist (Pull lift) 3 tons and lifting height is 3 meters.
- gg) One bearing puller, 10 tons, hydraulic.
- hh) 4 x 200 Watts Spotlights on stands

ARTISAN TOOLKIT - MECHANICAL:

- a) Eskom Standard Complete toolbox set per Artisan. Refer to artisan toolbox list will be at *Contractor's* own cost.

QTY	DESCRIPTION	SIZE	MAKE	PRICE
1	TOOLBOX	5 TIER	AUDELL	
1	PADLOCK	50MM	VIRO	
1	IMPERIAL ALLEN KEYS	1/16" – 1/2 "	FUHR	
1	METRIC ALLEN KEYS	1,5 – 12MM	FUHR	
1	HAMMER (BALL POINT)	300G	LASHER	
1	HAMMER (BALL POINT)	900G	LASHER	
1	SHIFTING SPANNER	300MM	GEDORE	
1	SHIFTING SPANNER	150MM	GEDORE	
1	DIVIDER	150MM (50/6)	GROZ	
1	FEELER GAUGE	26 BLADE	BOKER	
1	CENTER PUNCH		GEDORE	
1	STEEL RULE	300MM	S/STEEL	
1	STEEL RULE	150MM	S/STEEL	

1	HACKSAW FRAME	300MM	ECLIPSE	
1	TIN SNIPS	250MM	WISS	
1	VICE GRIP	137/250MM	GEDORE	
1	WATER PUMP PLIERS	145/250MM	GEDORE	
1	ENGINEERS INSULATED PLIERS	200MM	MTS	
1	FLAT BASTARD FILE	250MM	PFERD	
1	FLAT 2 ND CUT FILE	250MM		
1	FLAT SMOOTH FILE	250MM		
1	FLAT 2 ND CUT FILE	200MM		
1	FLAT SMOOTH FILE	200MM		
1	FLAT 2 ND CUT FILE	150MM		
1	FLAT SMOOTH FILE	150MM		
1	BOBBEJAAN SPANNER	350MM	GEDORE	
1	CHISEL FLAT	16 X 150MM	MITCO	
1	TAPE MEASURE	5M	STANLEY	
1	SCRIBER	150MM	GROZ	
8	FILE HANDLES (PLASTIC)		PFERD	
1	PAINT BRUSH	25MM		
1	SOFT FACE HAMMER (NYLON)	40MM	WERA	
1	COMBINATION SPANNER SET	6 – 32MM (18)	GEDORE	
1	ENGINEER SQUARE	100MM	GROZ	
1	PIPE WRENCH	227/350MM	GEDORE	
1	INSULATED ENGINEERS PLIER	200MM	MTS	
1	BLACKTIP SCREWDRIVER SET	6 PIECE	WERA	
1	VERNIER 530-102	200MM	MITUTOYO	
1	MICROMETER	0-25MM	MITUTOYO	
1	SCREW CUTTING GAUGE		GROZ	
1	SCREW PITCH GAUGE		GERMAN	
1	RADIUS GAUGE	26M	M&W	
1	HAMMER	4LB	LASHER	
1	DRIVE C19 TMZ SOCKET SET	½"	GEDORE	
1	TOMMY BAR	450MM	AFTOOL	

Notes: Each Artisan is to have own toolbox as per above mentioned tool list.

1.2 Employer's requirements for the services

- *Contractor* to provide rigging equipment up to 3 Tons.
- *Contractor* to provide Hydraulic bearing puller on an “as and when required” basis to perform work
- All artisans must be able to perform laser alignment and provide certificates after every alignment activity. If the *Contractor* do not have artisans who can perform laser alignments, then the *Contractor* needs to rent a Laser Alignment Technician for Laser alignments. The *Contractor* then needs to pay for this laser alignment technician.
- All work will be issued via SAP Maintenance system.
- Risk Assessment must be completed before each task.
- The *Employer's* Lifesaving rules, Safety rules / procedures to be adhered to.
- Standby crew to attend to breakdowns on an “as and when required” basis.
- All Artisans to be authorized in terms of Plant Safety Regulations (PSR) within 3 months after the contract has been awarded.
- The *Contractor* must provide Quality Control Plan documents for approval by *Service Manager* prior to performing any activity.
- The *Contractor* to provide proof of experience (CVs) and qualifications for all personnel.
- The Artisan must have a Red Seal qualification (section 28 will not be allowed)
- In the case of absence for more than two days (Sick or Annual Leave) a substitute must available to maintain the plant.
- In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Annual leave or negotiated leave with the *Service Manager*, The personnel must be replaced immediately with the same skill level, qualifications and experience
- Rigging tools and electrical equipment to be inspected regularly and filed as per the OHSACT requirement.
- All PPE to be provided by *Contractor*.
- Good housekeeping always. The *Contractor* must clean and remove all debris after completing a task.
- Minimum tools and equipment is an Artisan's tool box.
- All communications must be printed and filed on *Service Manager's* file.
- Timesheets to be logged and signed by *Contract Supervisor* and *Contractor*.
- Daily attendance register must be submitted on a daily basis to the *Contract Supervisor*
- *Site Manager* to provide weekly plant status report.
- Provide SANS approved Safety harnesses as per the Safety Requirements of the *Employer*.
- Yearly induction must be attended all personnel.
- Workshop portable tools to be provided by the *Contractor*.
- *Contractor* to provide QCP's and programme.
- Safety Officer to provide monthly safety report.

The station uses electrostatic precipitators (ESP) to collect ash from the flue gas stream. The ESPs comprises five electric fields with forty ESP ash hoppers. The fly ash contributes to about 80% of the total ash produced by the station. The fly ash collected by the ESPs is discharged into the ash hoppers.

Ash continuously gravitates out of the ash hoppers into the hopper conveyors. There are eight hopper conveyors per unit which receives ash from the ash hoppers. The hopper conveyors discharge the ash into the dust transfer conveyors. Each unit is equipped with three dust transfer routes, off which one is always on standby.

The dust transfers conveyors discharges fly ash into the bucket elevators. These elevate ash into the ash bunker. There are three ash bunkers with each catering for two units at a time.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
B-BBEE	Broad Based Black Economic Empowerment
COC	Certificate of Compliance
C&I	Control and Instrumentation
CPA	Cost Price Adjustment
DCS	Distributed Control System
DHP	Dust Handling Plant
ESP	Electrostatic Precipitator
HV	High Voltage
ISO	International Organization for Standardization
LME	Lifting Machinery Entity
LMI	Lifting Machinery Inspector
LOSS	Limits Of Supply and <i>Services</i>
LAR	Local Access Register
LPS	Low Pressure <i>Services</i>
LV	Low Voltage
MS	Mild Steel
NB	Nominal Bore
NCR	Non Conformance Report
OHSA	Occupational Health and Safety Act
OHSACT	Occupational Health and Safety Act 85 of 1993
OD	Outside Diameter
OPCR	Outside Plant Control Room
PIR	Performance Improvement Report
PPE	Personal Protection Equipment

P&ID	Piping and Instrumentation Diagram
PSR	Plant Safety Regulations
PPPFA	Preferential Procurement Policy Framework Act
PLC	Programmable Logic Controller
PFA	Pulverised Fly Ash
QCP	Quality Control Plan
QMS	Quality Management Systems
QMS	Quality Management Systems
RP	Responsible Person
SAMTRAC	Safety Management Training Course
SOW	Scope of Work
SABS	South African Bureau of Standards
SACPCMP	South African Council for the Project and Construction Management Professions
SANS	South African National Standards
SAP	System Application Products
TP	Terminal Point

2 Management strategy and start up

2.1 The Contractor's plan for the service

- a) To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- b) Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.
- c) No work shall commence until the scope of work has been finalised and accepted by both the *Service Manager* and *Contractor*.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off Meeting	TBC	Tutuka Power Station	<i>Employer</i> and <i>Contractor</i>
Risk Register and compensation events	TBC	Tutuka Power Station	<i>Employer</i> and <i>Contractor</i>

Overall contract progress and feedback	6 Monthly	Tutuka Power Station	Employer and Contractor

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

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

- a) Attendance of meetings as required by *Service Manager* such as:
- Tutuka Power Station *Contractors* Safety Meeting (monthly)
 - Section daily meetings
 - Assessment meeting and it is compulsory for both *Contractor* and the *Employer*
 - All Shut Down / Outage meetings
 - Any meeting requested by the *Employer* or *Contractor*
 - Meeting Minutes must be kept
 - Attendance register to be signed by all and kept in *Employer's* File

2.3 Contractor’s management, supervision and key people

The Maintenance Crew consist of:

- a) 1 x Site Manager
- b) 1 x Supervisors,
- c) 1 x Safety Officer,
- d) 13 x Artisans qualified Fitters,
- e) 2 x Riggers on an as and when required with a red seal,
- f) 8 x Semi-skilled,
- g) 10 x Assistants,
- h) 1 x Boiler Maker
- i) 1 x QC Officer
- j) 1 x HDPE Pipe Plastic Welding team, as and when required. (This team will supply his/her own equipment and tools.)

The Boiler Outage (As and when required basis) Crew consist of:

- a) 1 x Supervisor,
- b) 1 x Safety Officer,
- c) 10 x Artisans qualified Fitters,
- d) 2 x Riggers on an as and when required with a red seal,
- e) 8 x Semi-skilled,
- f) 6 x Assistants,
- g) 1 x Boiler Maker
- h) 2 x Greasers

The Boiler IN’s (As and when required) Crew consist of:

- a) 1 x Supervisor,
- b) 1 x Safety Officer,
- c) 5 x Artisans qualified Fitters,

- d) 1 x Riggers on an as and when required with a red seal,
- e) 4 x Semi-skilled,
- f) 6 x Assistants,
- g) 1 x Boiler Maker
- h) 2 x Greasers

The Boiler IN's and Boiler Outages Plan is the table below for the next five years. In general, there are three Boiler IN's and two Boiler Outages every year.

Tutuka	5	2023/09/29 00:00:00	2024/03/06 23:59:00	585	100	U.5 MGO, LP BLADES OUT INSP and ESP Refurbishment	ROLLSCHED	160,00
Tutuka	4	2023/12/08 00:00:00	2024/01/06 23:59:00	585	100	U.4. M.G.O. HP/IP SAV REFURB LP INSP (BLADE OUT	ROLLSCHED	30,00
Tutuka	1	2024/07/26 00:00:00	2025/01/01 23:59:00	585	100	U.1. G.O. HP/IP INSP, GEN ROTOR INSP, LP INSP (BL	ROLLSCHED	160,00
Tutuka	2	2024/12/05 00:00:00	2024/12/20 23:59:00	585	100	U.2. INSPECTION	ROLLSCHED	16,00
Tutuka	3	2025/03/01 00:00:00	2025/09/06 23:59:00	585	100	U.3. G.O. GEN ROTOR INSP, LP INSP (IN-SITU), BLR	ROLLSCHED	190,00
Tutuka	5	2025/09/04 00:00:00	2025/09/17 23:59:00	585	100	IN	ROLLSCHED	14,00
Tutuka	3	2027/02/05 00:00:00	2027/02/18 23:59:00	585	100	IN	ROLLSCHED	14,00
Tutuka	6	2025/01/08 00:00:00	2025/03/08 23:59:00	585	100	U.6. M.G.O. HP/IP SAV REFURB. LP INSP (BLADE OUT	SCHED	60,00
Tutuka	1	2025/05/14 00:00:00	2025/05/27 23:59:00	585	100	U.1 INSPECTION	SCHED	14,00
Tutuka	3	2025/10/09 00:00:00	2025/10/12 23:59:00	585	100	U.3 FAN WELD INSP	SCHED	4,00
Tutuka	4	2025/10/30 00:00:00	2025/11/12 23:59:00	585	100	U.4. IN	SCHED	14,00
Tutuka	2	2026/03/13 00:00:00	2026/04/24 23:59:00	585	100	U.2. MGO. HP/IP SAV REFURB. LP INSP (IN SITU), BL	SCHED	43,00
Tutuka	5	2026/04/30 00:00:00	2026/11/05 23:59:00	585	100	U.5. IR PROJECT	SCHED	190,00
Tutuka	1	2026/10/13 00:00:00	2026/11/24 23:59:00	585	100	IR	SCHED	43,00
Tutuka	4	2026/11/15 00:00:00	2027/01/06 23:59:00	585	100	IR	SCHED	53,00
Tutuka	6	2027/07/11 00:00:00	2027/07/24 23:59:00	585	100	IN	SCHED	14,00
Tutuka	5	2027/08/09 00:00:00	2027/08/20 23:59:00	585	100	U.5. INTERIM	SCHED	12,00
Tutuka	2	2027/10/05 00:00:00	2027/10/18 23:59:00	585	100	U.2. G.O. GEN ROTOT INSP, LP INSP (IN-SITU), BLR	SCHED	14,00
Tutuka	3	2027/10/18 00:00:00	2027/10/31 23:59:00	585	100	U.3. IN	SCHED	14,00
Tutuka	1	2028/05/10 00:00:00	2028/05/21 23:59:00	585	100	U.1. INTERM	SCHED	12,00
Tutuka	4	2028/08/14 00:00:00	2028/08/27 23:59:00	585	100	U.4. M.G.O. HP/IP SAV REFURB. LP INSP (BLADE OUT	SCHED	14,00

2.4 Provision of bonds and guarantees

- N/A

2.5 Documentation control

- a) Each instruction, certificates, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
- b) Writing is in the *language of this contract*.
- c) Monthly and weekly reports to be discussed compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).
- d) All communications must be printed and filed in the *Service Managers* file.

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 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;

- Purchase Order number;
- Invoices can only be send in by e-mail once the GR number is released by the *Employer's*
- CPA calculation sheet and the Invoice for CPA (with the GL Account Number [430103] and a cost center number on the Invoice) to be send directly to
- Invoicing and payment procedure to be followed.

2.7 Contract change management.

- b) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- c) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- d) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- e) Changing the Service Information
- f) Access
- g) Provision by the *Employer*
- h) Stopping work
- i) Work of the *Employer* or others
- j) Reply to communication
- k) Changing a decision
- l) Withholding acceptance
- m) Delayed tests or inspections
- n) Change of Affected property
- o) Materials, facilities, etc. for tests
- p) *Employer's* risks
- q) Assumption about Compensation Events
- r) *Employer's* breach of contract

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

- N/A

2.9 Insurance provided by the *Employer*

- a) Refer to Contract Data section 8.

2.10 Training workshops and technology transfer

- a) Induction training to be done before work commences on site
- b) All training required by the *Employer* will be on the *Employer's* account.
- c) Training will also be provided on new equipment to execute scope of work on site.
- d) must be authorised in terms of Plant Safety Regulations (Responsible Persons) within 6 months after the contract has been awarded.
- e) *Contractor* must be trained on working at height as per Eskom's standard procedure and training to be on *Contractor's* account.
- f) *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.

2.11 Design and supply of Equipment

- a) In the case of modification, the *Employer's* modification process must be followed

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

2.12.1 Equipment

- a) N/A

2.12.2 Information and other things

- a) All reports / documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- b) The *Contractors* safety file will be handed over to the *Service Manager* and will be saved for 40 Years after completion / termination of the contract.

2.13 Management of work done by Task Order

- a) A Task Order / Purchase Order or Formal Letter is the instruction to commence work.
- b) All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- c) No work shall commence until a Task order is issued, accepted and signed by both the *Employer* and *Contractor*
- d) Completion certificate to be issued after task order is completed and Assessment certificate to be completed.

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 14RISK SRM – 084 to this Service Information.

- c) All the *Employers* health and safety procedures and regulations to be adhered to by the *Contractor*.
- d) 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 Eskom's business.

Compliance with the Eskom 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 SHE file.

SHE Plans 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* have the 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

- The *Contractor* must ensure that all personnel attend the *Employers* health and safety Induction Course prior to starting with the works.
- All *Employer's* health and safety requirements to be adhered to
- *Contractors* Health and Safety file to be handed in for approval, and kept up to date by the *Contractor*

Health and Safety Arrangements

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

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

The *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.

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

- e) SHEQ Policy 32-727
- f) Eskom Procurement and Supply Chain Management Procedure 32-1034
- g) SHE Requirements for the Eskom Commercial Process 32-726
- h) *Contractor* Health and Safety Requirements 32-136
- i) Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- j) Live-saving Rules 240-62196227
- k) Working at Heights 32-418
- l) *Contractor's* personnel will be required to work in confined spaces.
- m) Eskom Vehicle Safety Specifications 32-345
- n) Tutuka *Contractor* SHEQ Specifications 14RISK SRM - 084

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 work-places and on its employees;

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

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

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

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

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

Contractor to provide own Fire extinguishers for site

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

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.

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.

Safety and incident prevention

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

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.

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.

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 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 work place 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*

Safety Regulations of the *Employer*

The *Contractor* conforms to the *Employer's* Plant Safety Regulations

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

3.2 Environmental constraints and management

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

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536.

3.3 Quality assurance requirements

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

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

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

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- a) All staff required to perform the activities within the works information.
- b) The Artisans to be authorized in terms of the plant safety regulation (PSR) and hot work permit within the first three (3) months of the contract start date.
- c) If an employee is absent more than 3 days a replacement for the same skill is required.
- d) All relevant personnel names and titles must be specified to the *Service Manager*
- e) Only Trained and Skilled people that are qualified to perform work are allowed
- f) All new staff to be appointed in writing.
- g) All new staff to do induction training.
- h) All replacements of staff will be in the same discipline (e.g. Artisan Fitter for a Artisan Fitter with proof of qualifications certified).
- i) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- j) When changing personnel a new access to work form to be completed by the *Contractor*.
- k) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.

4.1.2 BBBEE and preferencing scheme

- a) As per clause Z3 within contract data.

4.1.3 Procurement Requirements

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	90%
BBBEE Status	10%
Designated commodity (Yes/No)	No

4.2 Subcontracting

4.2.1 Preferred subContractors

- Sub-Contracting will only be allowed with permission from the *Service Manager*

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- To be submitted with Tender Returnables as per requirement

4.2.3 Limitations on subcontracting

- 25% of the Scope can be subcontracted **or** As per SDL&I requirements

4.2.4 Attendance on subContractors

- N/A

4.2.5 Suppliers Development, Localisation and Industrialisation

Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
N/A		

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnables if applicable.

2.2 CIDB Skills Development

Continuation of Mandatory Requirements

a) Is there CIDB compulsory training?

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Not applicable	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

2.3 Mandatory Subcontracting as condition of award

Subcontracting is mandatory on contracts above R30 million and is a condition for contract award.

Tenderers shall subcontract a minimum of 30 % of the contract value to the following designated groups:

- an EME or QSE which is at least 51% owned by black people.
- an EME or QSE which is at least 51% owned by black people who are youth.
- an EME or QSE which is at least 51% owned by black people who are women.
- an EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- a cooperative which is at least 51% owned by black people.
- a EME or QSE which is at least 51% owned by black people who are military veterans

NOTE 1: Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

Potential scope to be subcontracted and/or outsourced: (to be Negotiated)

- Accommodation
- Transportation
- PPE
- Site Establishment
- Site De-establishment

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

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

1. Transformation – BBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included

with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
		100%

3. Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

4. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Assistants and Semi-Skilled	18

Type of Jobs to be retained	Number of Jobs to be retained
N/A	

5. Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of

occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation	Eskom target	Proposed Number of Candidates
Fitters	3	
Riggers	1	
Boiler Maker	1	

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) 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 suppliers 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 must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenders submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

4.3 Plant and Materials

4.3.1 Specifications

- All plant spares and materials to be inspected (Quality checked) before installing at plant.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.

- The *Contractor* must transport material as requested.
- Requests to be in writing the day before the material will be needed.
- The *Contractor* to transport tools and materials from and to the work site.
- Work and QC do be done according to *Employer's* regulations and procedures
- The *Contractor* will be responsible for Inspection and Maintenance on equipment
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- *Contractor* must be "trained and be authorised" with the necessary PPE, equipment, tools, skills and skilled to handle any equipment, spares, tools and materials related to the scope
- In case of loss or damage to *Employer's* tools and equipment by the *Contractor*, the *Contractor* must in their own expense replace the item/s.

4.3.2 Correction of defects

- a) All Correction within 90 days on the same plant will be seen as re-work
- b) All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or units shut downs.
- c) All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- d) As per inspection check list provided by the *Employer* (GGP 1045 pg. 33-35; GGP 1046 pg. 33-35)

4.3.3 Contractor's procurement of Plant and Materials

- a) Purchasing of spares or materials will go through the *Employer's* procurement process.

4.3.4 Tests and inspections before delivery

- a) All plant spares and materials to be inspected (Quality checked) before installing at plant.
- b) Hold points must be attended and witness all intervention points as per approved QCP as per activity.

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

- a) All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective *Services* personnel.

5 Working on the Affected Property

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

- a) Lifesaving rules must be adhered at all times.
- b) Access is limited and controlled by Plant Safety Regulations requirements.
- c) No employee will be allowed to access the plant or to work without access permit issued.
- d) All personnel to work on the plant must be registered on the Worker's Register by the Responsible Person.
- e) All personnel must attend induction before working on site and they must obtain gate permits via the *Service Manager*.
- f) Unauthorised access to site is prohibited.
- g) The personnel are expected to be at their working site area at all times.
- h) No recruitment on site or at the main access gates.
- i) All activities to comply with the OHSACT regulations.
- j) All activities on plant must be preceded by a plant risk assessment – Risk assessment as per the *Employer's* standard, to be current at all times (Live Document)
- k) Each person to have an Identification card at all times.

5.2 People restrictions, hours of work, conduct and records.

- b) Normal working hours is *Employer's* working hours

Monday to Thursday 07:00 - 16:15

Fridays 07:00 - 12:00

40 hour Work week

- c) Overtime on a as and when required basis, but must be approved by the *Service Manager*
- d) Daily time sheet must be kept up to date of normal time and overtime worked at all times. The *Employer's Contractors* time sheets to be used
- e) Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)
- f) The *Contractor* must be available for any plant break downs during after hours, week-ends and public holidays. The *Contractor* must be on site within 1 hour after been called out.
- g) All overtime worked must comply with *Employer's* overtime policy
- h) All planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager*

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

Facilities as designated by the *Employer*

- Toilets

First aid centre

The *Contractor* provides a first aid service to his employees and *Subcontractors*. 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

Environmental management

Proper care of the natural environment is important to prevent nuisance and environmental degradation. All *Contractors* shall comply with Eskom environmental management procedures and Environmental legislation.

Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

The following Environmental procedures must be adhered to;

- 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
- 14RISK ENV-013 Waste Management

Waste Management

Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin.

- The *Employer's* periodically collects 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

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*.

Radiation protection

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

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.

Stockpiling of waste

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

Hazardous waste

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

Pest Control

Only approved herbicides with a low environmental risk shall be used for pest control.

- Only registered pest controllers may apply herbicides on a commercial basis.

Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.

Report/fix leaking taps and pipes to save water.

- Use water sparingly.

Chemical substances shall not be disposed of in 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 Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others Interface with Others

It is likely that other *Contractors and Employer's employees* will be working in the same area. Others will 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.

Monthly progress report

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

Completion

This section specifies what the *Contractor* has to do for Completion.

Requirements for Completion

Completion is when the *Contractor* has done all the work, which the Service 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

- a) *Contractor's* equipment (cell phones with cameras, computers, cameras, tools, etc.) must be declared and signed in at security.
- b) All test equipment must be calibrated and tested regularly and certificates must be handed in to the *Service Manager* for record keeping.
- c) *Contractor* to hand in a list of all tools to be used on site and to report and indicate whenever new tools are added to the list to the *Service Manager*
- d) All equipment and tools needs to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.

Electrical & Instrumentation equipment and appliances

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

5.7 Equipment provided by the *Employer*

- a) Mobile Overhead cranes, fork lifts other than specified, air winches and other winches to be provided and operated by the *Employer*
- b) All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- c) All other equipment required not specified in this contract under Supervision

5.8 Site *Services* and facilities

5.8.1 Provided by the *Employer*

The *Employer* may allow the *Contractor*, for the execution of the works, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-*Contractor* while using such workshop, cranes, tools and equipment.

The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.

Supply of electricity

The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only. All installations or equipment complies with all relevant safety regulations and requirements. *Contractor* to supply own 220 or 380 VAC extensions.

Water

The *Employer* supplies potable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.

Accommodation of the *Contractor's* employees

The *Contractor* makes his own arrangements for accommodation and meals.

Telecommunications

The *Contractor* provides his own communication system and the cost thereof.
All private telephone calls / Internet usage will on the account of *Contractor*.

Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

Facilities availability

Employer will provide facilities such as toilet and portable water.

For the purpose of expediting the works, the *Employer* may make facilities and *services* available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or *services*.

5.8.2 Provided by the *Contractor*

- a) *Contractor* to provide and ensure safe transportation *services* for all his *Contractors* and it must comply with 32-93 and 33-345 procedures.
- b) *Contractor* to provide own staff refreshments, Coffee, sugar, milk, tea etc.
- c) All computers and printers accessories needed to be provided by the *Contractor*
- d) The *Contractor* will be responsible for the cost of all private phone calls, faxes and internet usage.
- e) The *Contractor* to provide accommodation and meals for his / her employees and costs for this to be included in the contract price.
- f) All PPE to be provided by *Contractor* at own costs including Arc flash PPE and acid redounded PPE and must be SABS approved..
- g) Provide SANS approved Safety harnesses as per *Employer's* Safety Requirements.
- h) *Contractor* will provide a method statement to explain how the scope of work will be executed and this must form part of the returnable.
- i) Supply a letter undertaking that the *Contractor* does have the correct tools and equipment to perform activities, *Contractor* also to provide a list of tools and equipment that is registered on the company's register to execute contract's scope.
- j) QCP's and Certified Letters to be provided as a proof of previous similar activities done, with references of previous activities done.
- k) Provide a full detailed Technical Method Statement with regard to scope of work on how dust handling plant maintenance will be done
- l) The Tenderer to provide comprehensive method statement/s detailing all the activities performed during maintenance of dust handling plant
 - Supply a letter of undertaking that the *Contractor* does have the correct tools and equipment to perform the activity and that list of tools and equipment that is registered on the company's register
 - QCP's and Certified Letters to be provided for prove of previous similar activities done with references of previous activities done
- m) *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- n) *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- o) *Contractor* to provide own lead lights
- p) Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award

- q) The *Contractor's* employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- r) Company Tool list of all the equipment to be provided to the *Service Manager*.

Personal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear personal protective equipment as required per site.

Housekeeping

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant. The *Contractor* will comply with good Housekeeping standards whilst working on the *Employers* site.

Access permits

All applicable *Contractor* personnel shall be issued with access and vehicle permits (*Contractor* Permit) which will contain the following information:

- Name
- ID Number
- Company
- Validity date

All *Contractor* permits must be submitted to Protective *Services* when the workers leave the Site after Completion of the works.

The *Contractor* applies with Tutuka Power Station Protective *Services* for the issuing of permits. The *Contractor* submits his application at least 24 hours prior to entering the Security area. This application form must be delivered to Protective *Services*, or can be faxed to (017) 612 6312. The form contains the following information:

- Employee Name.
- Employee ID Number.
- *Employer* Safety Co-ordinators signature.
- *Employer's Service Manager's* signature.
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.

The form is appended to the *Contractor's* Safety Manual, referred to in Section 2.3.2 (b).

The *Contractor's* visitors and personnel shall conform to the security arrangements in force at the Site at all times.

The Chief of Protective *Services* may, with valid cause, remove any of the *Contractor's* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective *Services*, constitutes a security risk.

No unauthorized vehicles will be allowed on Site. Contract vehicle application should be directed to the *Service Manager*.

The *Contractor* will be limited to the working areas associated with the works. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.

Parking inside the Power Station is allowed. The parking application must be addressed to the protective *services*. All *Contractors* will supply protective *services* with their vehicles registration numbers.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the power station security gate.

The *Contractor* obtains the access procedures, from *the Service Manager*, which may change depending on the prevailing security situation.

Standby personnel

The *Contractor* supplies the *Service Manager* with a standby roster of standby personnel.

Temporary cabling

The *Contractor* will be provided with all temporary wiring and cabling to lead power from the point of supply to the various points where it is required. The *Contractor* maintains and removes it on Completion.

5.9 Control of noise, dust, water and waste

- a) All necessary and relevant PPE must be used at all times when entering or working on plant and in workshop.
- b) Work Permit Risk Assessment forms must be completed before commencing with any task.
- c) All relevant procedures to be used at all times.

5.10 Hook ups to existing works

5.10.1 Constraints on how the *Contractor* provides the service

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- b) The *Employer* reserves the right to request disciplinary/corrective action if, and when required.
- c) The *Employer* reserves the right to raise early warnings which can lead to Non-conformance report due to failure to adhere and comply to NEC3 conditions, Scope of work executions as laid out in the NEC3 documents or any issue resulting in non-compliance with regulations against this contract. Repeatedly 3 Non- conformances can result in termination of this contract with legal intervention.
- d) All known *services* will be brought to the attention of the *Contractor* by the *Service Manager*. Should the *Contractor* encounter any other *services* in the work area, he will immediately bring it to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- e) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- f) The *Employer's* Work Week Management System will be used to issue work to the *Contractor* on weekly basis.
- f) The *Contractor* shall provide all necessary discipline Artisans' tools.
- g) Good housekeeping at all times. The *Contractor* must clean and remove all debris after each shift or task.
- h) Site access shall be granted by Eskom Holdings Tutuka Power Station protective *services* as request via or by the *Service Manager*.
- i) Work in the plant will only be done with a permit to work and hot work permit in place as per the Plant Safety Regulations. Any contraventions will be strictly dealt with.
- j) After each working shift unused electrode shall be accounted for by the Supervisor and returned to the storage area
- k) All electrical equipment used by the *Contractor* shall be Identifiable by a unique number, serviced and inspected and proper record shall be kept.
- l) No employees will be transported on an open vehicle. The vehicles must comply with the *Employer's* minimum requirements.

5.10.2 Qualifications (Note – the below mentioned will change from time to time based on the skills required per contract)

Minimum qualifications requirements of people employed by the *Contractor* are as follows:

- a) **Site Manager** - must have National Mechanical Diploma - with a minimum of 3 years Management experience and Dust Handling Experience.
- b) **Site Supervisor** - must have grade 12 and /or N3, Red seal Trade test with a minimum of 5 years related Dust handling plant experience.
- c) **Safety Officer** - must have a National Diploma in Safety Management with 1 year related industrial experience and be registered with South Africa Council for Project and Construction Management Professions (SACPCMP) under the Construction Health and Safety Act
- d) **Fitters** – must have a Grade 12 or N3 and be a qualified Fitters, (with Red seal Trade test), with three years' experience and 2-3 years post laser alignment.
- e) **Riggers** - must have a Grade 12 or N3 and be a qualified Rigger, (with Red seal Trade test) and should be LMI accredited and with three years related experience as a Rigger
- f) **Semi-skilled** - must have minimum grade 12 with workshop/ industrial experience, tools and equipment skills and be able to read and write and trained to execute SOW as per this contract.
- g) **Assistants** - must be able to speak, read, write and understand English and have a minimum Completed grade 12 and trained to execute the scope of work as per this contract.
- h) **Boilermaker** - must have 3 years relevant experience on similar plant as stipulated in this contract plus Boiler Making Trade Test.
- i) **Greasers**- must be able to speak, read, write and understand English and have a minimum Completed grade 12 and trained to execute the scope of work as per this contract at least 1 year related industrial experience in similar work.
- j) **Quality Controller** – Must have a National Diploma in Mechanical Engineering with 5 years' experience in Power Plant Industry.
- k) **HDPE team** – Contractor to ensure that the Company and Plastic Welder is a qualified Plastic Welder, qualifications and Certificates to be handed in as a proof and should have 5 years Plastic Welding experience.

Training

- a) The *Employer* will provide any training deemed necessary by the *Service Manager* for the *Contractor* to perform the service. The *Contractor* shall be obliged to carry out the service for which the training was provided. For Plant Safety Regulation training, the *Employer* will provide training, should the employee failed the first attempt, the *Contractor* will carry the costs for second attempt.
- b) *Contractor* and all the staff to do Induction before entering the Tutuka Power Station site.
- c) The *Contractor* allocates staff to be trained and authorised as Authorised Supervisors / Responsible Persons according to *Employer's* Plant Safety Regulations and/or High Voltage Regulations. These Authorised Supervisors are available on site as and when required to take out permits to work.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- a) Quality Control check sheets to be done between *Contractor* and *Employer*
- b) Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- c) Hold and witness points.

5.11.2 Materials facilities and samples for tests and inspections

- a) QC check sheets

5.11.3 Warranty on Load Tests

- Not applicable

6 List of Drawings

6.1 Drawings issued by the Employer.

- d) All relevant drawings can be obtained from the *Service Manager* or the *Employer's Supervisor*.
- e) The figure below shows the schematic layout of the dust handling plant.

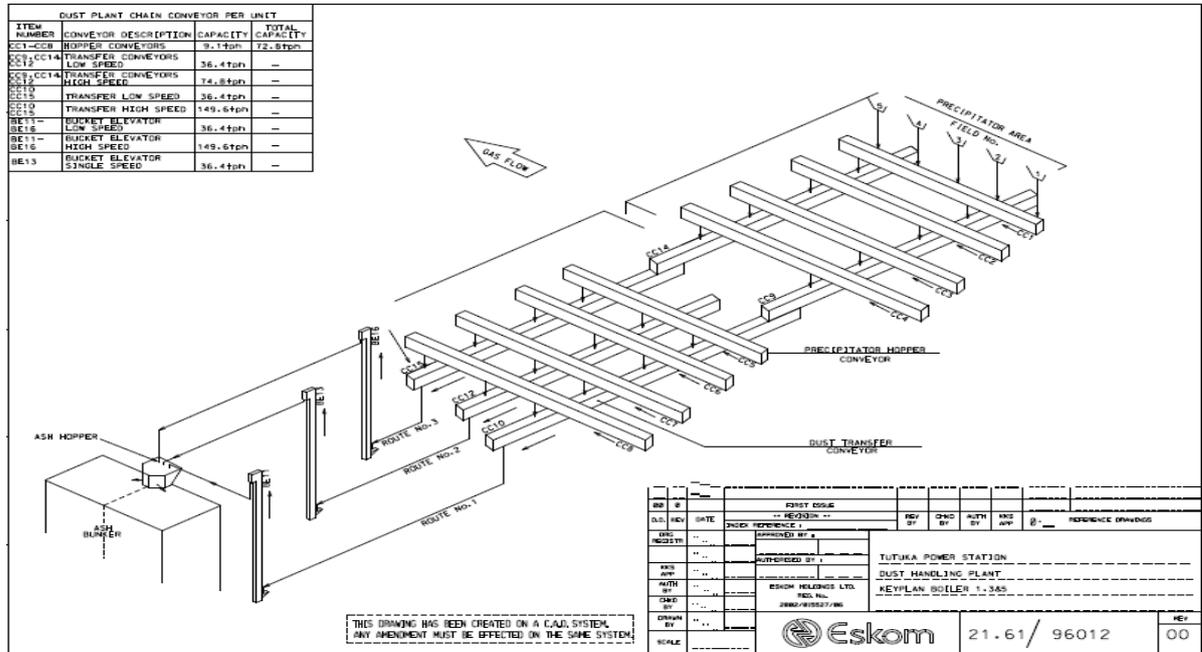


Figure 1: Dust Handling Plant Layout

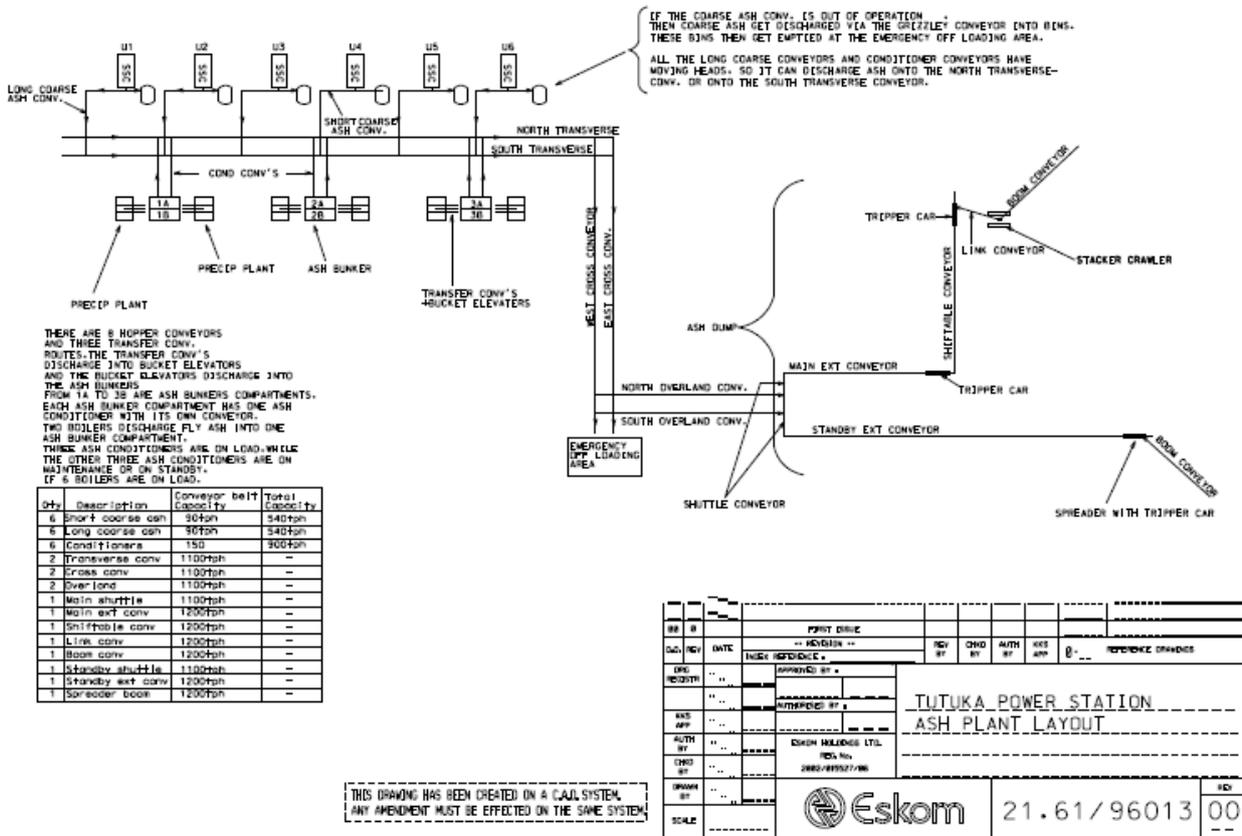


Figure 3 below depicts the layout of the ash conveying plant.

7 APPENDIX

7.1 Annexure A X17 - Low Service Level Table

X17 LOW SERVICE DAMAGES				
ITEM	DESCRIPTION OF TASK	QUALITY OF PERFORMANCE	REASON FOR DAMAGES	DAMAGES TO BE IMPLEMENTED
Standby response time	Call outs	Time taken 2 Hours after call was logged	Cost and Long breakdown hours	1% of the assessment value per call-out
Time management	Late arrival to work / reporting late for duty (Start time is 7am)	When arriving after 7am, but before 8am without valid excuse	Cost	Per Individual per Incident: 2% of monthly fixed cost per relevant Individual rates
		When arriving after 8am without valid excuse.		5% of monthly fixed cost per relevant Individual rates
		16H15 without permission from		2% of monthly fixed cost per relevant Individual

		<i>Service Manager</i> in writing		rates
PSR and HV authorisations	Whenever Authorisations expires and not renewed in time	RP per Incident per week	Delay in Production	2% of monthly fixed cost of RP rates
Work completed	Daily work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Per Day – Maximum after 2 incidents per month	Delay in Production	0,5% of monthly fixed price (For every two incidents per month)
SHEQ violation	Violation from the same individual	Violation from the same individual	Safety	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of skill by <i>Contractor</i>).
Not reporting unfinished activities	Work not completed during day and left site without reporting to <i>Employer</i>	Per incident	Quality and Production	1% of Assessment value
Rework	Failure on same component as per time frame on contract (90 days)	Per incident	Poor quality	2.5% of Assessment value
Work durations	Exceeding work durations as submitted in workbook without notifying <i>Service Manager</i> and receiving approval	Per activity	Production and Cost	1% of Assessment value
QCP	Failure to provide completed and approved QCP on work done	Per incident	Poor workmanship	1% of Assessment value
No Supervision	No supervisor on site to execute supervisory work	Per incident	Poor Management	2.5% of Assessment value

7.2 Annexure B – Risks register

Risk Register

Description of the risk		Action to avoid or reduce the risk
Risk event	Cause & possible outcome	Action to be taken and who in terms of the contract is responsible for taking it
Incorrect tools for the job	Unnecessary delays in making the plant available	<i>Contractor</i> to supply correct tools for the job
Unavailability of personnel to perform tasks	Delay in production	Immediate replacement in the absence of personnel for 3 days and longer by <i>Contractor</i>
Poor Quality of workmanship	Failure of equipment	<i>Employer</i> to approve QCP prior to work execution and sign off the required interventions as per QCP. <i>Supplier</i> to approve all steps within QCP for the execution of the work.
Contact with Electricity: Low and High Voltage	Electrocution	Pre job brief, risk assessment, permit to work, apply cardinal rules
Travel long distance to work	Delayed response time	NEC3 condition to response time to be applied
Unavailability of Radios	No proper communication	Radios to be available at all times to communicate Safety and Risks

8 Annexure C: Key Performance Indicators

Key Performance indicator

8.1 X20 - Key Performance Indicators - Maintenance

Key Performance Area	Target	Key Performance Indicators	Low Performance damages
Tools	Not Having Required Tools	Per Individual	2% of monthly fixed cost will be deducted per incident
Certificates	Company Validation Certificates Not Renewed in Time	Company	Put off site until all certification is valid and handed in to the employer and no payment for the days absent

Meetings attendance (Supervisor or Delegated person)	Late arrival for meetings without an accepted apology to the chairperson of the meeting	Per Individual	First offence 1% of Assessment value Second offence 3 % of Assessment value Third offence 5 % of Assessment value Fourth offence person dismissed
Meetings attendance (Supervisor or Delegated person)	Not Attending scheduled meetings	Per Individual	First offence verbal signed warning. Second offence Disciplinary action; Third offence to be dismissal (and replacement of same skill by Contractor).
Meeting's attendance Contract owner (no delegation)	Not Attending scheduled meetings or requested meetings without an accepted apology	Company	NCR to Contractor
Scheduled Compliance	Scheduled compliance below 98%	Company	0.5% of Assessment value will be deducted
PM compliance	PM compliance not meeting 100%	Company	0.5% of Assessment value will be deducted
Statutory work order	Statutory work order violation	Company	0.5% of Assessment value will be deducted
Route availability	Route availability not meeting 100%	Company	0.5% of Assessment value will be deducted
Dust leakages	Dust leakages on seals or covers that are persistent occurrence	Company	0.5% of Assessment value will be deducted
Safety Work orders	Safety Work orders not attended to within 24 hours	Company	0.5% of Assessment value will be deducted
P1 work order	P1 work order not closed within 24 hours	Company	0.5% of Assessment value will be deducted
P2 work order	P2 work order not closed within 24 hours	Company	0.5% of Assessment value will be deducted

8.2 X20 - Key Performance Indicators - Outages

Performance Management Key Performance Area	When	Target	Low Performance Damage
Repairs completed on time as agreed between client and contractor.	Always	Complete each work request / work order / task order within the time agreed between the contractor and client.	Failure to honour contractual obligation. Early warning will be issued which will lead to NCR and instructed to submit recover plan
Staff compliment to be suitably qualified and experienced.	Always	The contractor must ensure that there is always qualified and experienced staff to attend to the works as set out in the specifications	NCR will be issued immediately. Failure to perform, will instruct to vacate site until such time suitably qualified and experienced staff member will be provided. Employer will sour out suitable qualified and experienced resource
Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation, and legislation	Per Eskom safety & environmental requirements. Failures will result to NCR
Housekeeping	Always	Contractor working and allocated area must always be neat, tidy, and hygienically clean	Early warning will be issued which will lead to NCR
Failure management	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	NCR will be issued immediately. To repair as per Eskom standard at own cost. Continuous repeat failures will result in a review of contractor's ability to perform works which may lead to contract termination.
Reporting	Daily	Quality parameters as per specification in scope. Frequency submission daily progress at 19h00, attend outage meeting at 13h00 Mon- Thurs and Friday at 9h00.	Skip 3 days, on sec day early warning will be send and for third day NCR will be issued.