

NEC3 Term Service Contract (TSC3)

**Between Eskom Rotek Industries
(Reg No. 1990/006897/30)**

and

(Reg No. _____)

**For Ash Mechanical Maintenance for a period of
12 months at Tutuka Power Station (As and when required)**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No. [_____]

PART C1: AGREEMENTS & CONTRACT DATA

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

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:

Ash Mechanical Maintenance for a period of 12 months at Tutuka Power Station (As and when required)

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 authorized, 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 organization)

Name &
signature of
witness

Date

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*.

Tenderer's CIDB registration number:

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)

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 Eskom RoteK industries Employer

(Insert name and address of organization)

Name &

signature of

Date witness

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

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]

By the duly authorized 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,

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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

Matthew Ribisi

General Manager (Acting)

Name

Capacity

On behalf of *(Insert name and address of organization)*

(Insert name and address of organization)

Date

Name &
signature
of witness

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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:	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay Damages
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Selby Mazibuko
	Address	ERI BMS
	Tel	011 629 4108
	Fax	[•]

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

	e-mail	
11.2(2)	The Affected Property is	Eskom Rotek Industries
11.2(13)	The <i>service</i> is	Provision of Ash Mechanical Maintenance services for a period of 12 months at Tutuka Power Station (As and when required)
11.2(14)	The following matters will be included in the Risk Register	Risks are in the Risk Register Table 1 of this contract document
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	Three (3) working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 April 2026
30.1	The <i>service period</i> is	12 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	between the 30th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall</p>

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
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	NEC3 core clauses shall be applied for insurances
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	NEC3 core clause 9 shall be applied for termination.
10	Data for main Option clause	
A	Priced contract with price list	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	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]

e-mail

[•]

W1.2(3) The *Adjudicator nominating body* 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 *tribunal* is: **arbitration**

W1.4(5) The *arbitration procedure* 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 organization who will choose an arbitrator

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

12	Data for secondary Option	clauses
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Annexure B on the last pages of this 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	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	the total of the Prices other than for the additional excluded matters.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

X18.4	in connection with this contract, other than the excluded matters, is limited to	<p>The <i>Contractor</i>'s 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>
X18.5	The <i>end of liability date</i> is	<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 intellectual property right. <p>12 months after the end of the <i>service period</i>.</p>
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving task order
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 organizations then these persons or organizations 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 organizations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal *Contractor*” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractors*, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer’s limitation of liability

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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.

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

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

Z11 Ethics

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

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

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

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance 86 by
the
Employer

- 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 lim of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear license 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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 fibers per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibers 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, normalized 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 fibers per milliliter 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 fibers per milliliter 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 affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *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.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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	% N/A
	The <i>subcontracted fee percentage</i> is	% N/A
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:

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

24.1 The key people are:

1 Name: Selby Mazibuko

Job: Project Manager

Responsibilities: Oversee the running of the contract in an efficient, safe and cost-effective way.

Qualifications:

Experience: 25 years

2 Name: Cyril Khoza

Job: Site Manager

Responsibilities: Ensure the smooth running of operations.

Qualifications:

Experience: 10 years

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 Page 22
11.2(19)	The tendered total of the Prices is R

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title
C2.1	Pricing assumptions: Option A
C2.2	The <i>price list</i>

• C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

It is assumed that in preparing or finalizing 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;

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- 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 AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

• C2.2 the price list

Description		UoM	Number	Quantity	Rate	Total	Total for 12 Months	
A1	P&Gs							
A1.1	Transport - 22 Seater 5000km	monthly	1	12	R	-	R	
A1.2	Transport - 14 Seater 5000km	monthly	1	12	R	-	R	
A1.7	PPE	annually	33	2	R	-	R	
A1.3	Establishment of employees onsite	monthly	1	1	R	-	R	
A1.4	SAPS Clearance	Once off	33	1	R	-	R	
A1.5	De-establishment	monthly	1	1	R	-	R	
A1.6	Safety (Entry medicals)	annually	33	1	R	-	R	
A1.7	Safety (Exit medicals)	annually	33	1	R	-	R	
Sub-total for P&G's							R	
Item No	Description	Grade	UoM	Number	Hours	Rate	Duration in months	Total for 12 Months
B1	SKILL TYPE			33				
B1.1	Site Manager	M14	hours	1	173		12	R
B1.2	Planner	T10	hours	1	173		12	R
B1.3	Supervisor	T13	hours	2	173		12	R
B1.4	Supervisor Standby allowance 15%		hours	2	173		12	R
B1.5	Supervisor O/T @ 1.5		hours	2	60		12	R
B1.6	Supervisor O/T @ 2		hours	2	60		12	R
B1.7	Safety Officer	T12	hours	1	173		12	R
B1.8	Safety Officer O/T @ 1.5		hours	1	32		12	R
B1.9	Safety Officer O/T @ 2		hours	1	60		12	R
B1.10	Artisans (Fitters)	T09	hours	10	173		12	R
B1.11	Standby allowance		hours	10	173		12	R
B1.12	Artisans (Fitters) @ 1.5		hours	10	60		12	R
B1.13	Artisans (Fitters) @ 2		hours	10	60		12	R
B1.14	Riggers	T09	hours	2	173		12	R
B1.15	Standby allowance		hours	2	173		12	R
B1.16	Riggers @ 1.5		hours	2	60		12	R
B1.17	Riggers @ 2		hours	2	16		12	R
B1.18	Boiler Maker	T09	hours	1	173		12	R
B1.19	Boiler Maker @ 1.5		hours	1	60		12	R
B1.20	Boiler Maker @ 2		hours	1	60		12	R
B1.21	Welders	T09	hours	1	173		12	R
B1.22	Standby allowance		hours	1	173		12	R
B1.23	Welders @ 1.5		hours	1	60		12	R
B1.24	Welders @ 2		hours	1	60		12	R
B1.25	Semi-Skilled	T04	hours	6	173		12	R
B1.26	Standby allowance		hours	6	173		12	R
B1.27	Semi-Skilled @ 1.5		hours	6	60		12	R
B1.28	Semi-Skilled @ 2		hours	6	60		12	R
B1.29	Artisans Assistants	T04	hours	8	173		12	R
B1.30	Standby allowance		hours	8	173		12	R
B1.31	Artisans Assistants @ 1.5		hours	8	60		12	R
B1.32	Artisans Assistants @ 2		hours	8	60		12	R
Sub-total for Skill Type								R
Item No	Description	UoM	Number	Quantity	Rate	Total	Total for 12 Months	
C	Special Tools & Equipment							
C1	Torque wrenches	Once off	2	1		R	-	
C2	Hydraulic pullers, 50 tons and 100 tons	Once off	2	1		R	-	
C3	Hydraulic power pack with four 100-ton jacks	Once off	2	1		R	-	
C4	Jacks, 25 mm, 50 mm, 100 mm,200mm and 300 mm	Once off	2	1		R	-	
C5	Mobile Welders on trailers set.	Once off	2	1		R	-	
C6	Generator 220/380V, 60 A	Once off	2	1		R	-	
C7	200 Watts Spotlights on stands	Once off	4	1		R	-	
C8	15 ton crane to handle heavy equipment.	Once off	1	1		R	-	
C9	Trailers for idler handling	Once off	2	1		R	-	
C10	Belt stands, two 10 tons and two 4 tons	Once off	4	1		R	-	
C11	Angle grinders.	Once off	4	1		R	-	
C12	Laser Alignment equipment and clock gauges for conveyor drives alignments. (Pruftechnik)	Once off	1	1		R	-	
C13	Long feeler gauges, 729865 B for pulley bearings	Once off	4	1		R	-	
C14	HN 4-16 Hook spanner adjustable for pulley bearings	Once off	2	1		R	-	
C15	TMFN 23-30 Impact spanner for pulley bearings	Once off	2	1		R	-	
C16	TMFN 30-40 Impact spanner for pulley bearings	Once off	2	1		R	-	
C17	TMFN 40-52 Impact spanner for pulley bearings	Once off	2	1		R	-	
C18	TMJL 100- Hydraulic pump 100 MPa for pulley bearings	Once off	2	1		R	-	
C19	7298619 E Hydraulic pump 150 MPa for pulley bearings	Once off	2	1		R	-	
C20	Copper hammer, THO527 0160 25 mm for pulley bearings	Once off	4	1		R	-	
C21	Copper hammers, THO527 0161 32 mm for pulley bearings	Once off	4	1		R	-	
C22	Lock spanner set, TMHN 7 for pulley bearings	Once off	2	1		R	-	
C23	Hydraulic nut, HMV 34E for pulley bearings	Once off	2	1		R	-	
C24	Hydraulic nut, HMV 36E for pulley bearings	Once off	2	1		R	-	
C25	Hydraulic nut, HMV 38E for pulley bearings	Once off	2	1		R	-	
C26	Hydraulic nut, HMV 44E for pulley bearings	Once off	2	1		R	-	
C27	Hydraulic nut, HMV 48E for pulley bearings	Once off	2	1		R	-	
C28	Hydraulic nut, HMV 52E for pulley bearings	Once off	2	1		R	-	
C29	Axial lock nut socket, TMFS 11 for pulley bearings	Once off	2	1		R	-	
C30	Axial lock nut socket, TMFS 16 for pulley bearings	Once off	2	1		R	-	
C31	Axial lock nut socket, TMFS 17 for pulley bearings	Once off	2	1		R	-	
C32	Axial lock nut socket, TMFS 17 for pulley bearings	Once off	2	1		R	-	
C33	750 kg chain blocks per artisan.	Once off	20	1		R	-	
C34	Mobile cutting torch trailers with spare wheels and fire extinguishers	Once off	2	1		R	-	
C35	Belt clamps. 4 x 750 mm, 4 x 1200, 4 x 1800.	Once off	4	1		R	-	
Sub-total for Tool Type							R	
D	Special Services (As & when required)							
D1	HDPE Class 16 Pipe Welding machines (OD 63 to OD 355)	Monthly	5	12		R	-	
D2	Laser alignment	Monthly	10	12		R	-	
Sub-total for Tool Type							R	
TOTAL COST EXCL VAT							R	

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

Note:

- **Contractor to supply rates only. No quantities and totaling of tendered prices should be inserted by Contractor, Contractor to supply rates only. BOQ breakdown attached separately.**
- **Normal Time: is estimated at 173 hours per month**
- **Overtime to be calculated using Base Rate and will only be utilized on a “as and when required” basis with the approval of the service manager.**
- **All Artisans must have a Red Seal qualification (section 28 will not be allowed)**
- **Drive alignment is estimated to be done 72 times a period of 12 months.**
- **HDPE is estimated to be done 36 times in a period of 12 months.**
- **The contractor shall return all the special tools & equipment (refer to line C1 to line C35 of the contractor’s quotation) back to the employer at the end of the service period**

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.**

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

PART 3: SCOPE OF WORK

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

EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1 Executive overview

The Ash Handling Plant scope of works covers all the six (6) units from unit 1 to 6, and the Common Inside Ash Handling Plant at Tutuka Power Station as well as the Ash Disposal Facility on the Ash Dump.

Purpose

The purpose of this scope of work is to stipulate the work that must be performed during the maintenance of the Ash Handling Plant. The maintenance of the Ash Handling Plant includes the following but not limited to:

- a) all the coarse ash conveyors,
- b) all the conditioner conveyors,
- c) transverse and cross conveyors, overland conveyors,
- d) stacker (Main) system and spreader (Standby) system,
- e) the emergency off-loading and on loading facilities at TT02 (Emergency Ash Storage Facility),
- f) the brine water pipeline from the TT02 area to the ash dump sprayers and both the pump stations at the ash dump with all its pipelines,
- g) hosepipes and sprayers are part of this scope,
- h) the potable water supply line from TT02 to the ash dump head tank is part of the scope.
- i) and all ancillary included as indicated in this document.

1.1.2 SCOPE OF WORK

The maintenance of the plant must consider, but not be limited to the following:

- a. Six (6) conveyors with chutes and moving heads.
- b. Six (6) short coarse ash conveyors with its chutes.
- c. Six (6) long coarse ash conveyors with its chutes and moving heads.
- d. Two (2) transverse conveyors with its chutes and moving heads.
- e. Two (2) cross conveyors with its chutes and moving heads.
- f. The link point (transfer points) between cross and overland conveyors with ancillary services.
- g. The complete overland conveyors system with ancillary.
- h. Transfer point between overland conveyors and shuttle conveyors.
- i. The main and standby extendable systems with ancillary.
- j. Shiftable conveyor.
- k. The tripper cars, stacker and spreader.
- l. Brine water supply pipe from TT02 to the ash dump sprayers.
- m. South clean and dirty water dam pump houses with all its piping and ancillary.
- n. North clean water dam pump house with all its piping and ancillary.
- o. Portable water supply line.

- a) The scope of work is for the plant inspection, and recording all plant defects on a daily basis, perform preventative maintenance, corrective maintenance, periodic maintenance, chute repairs, chute tiles repairs, deflector plate repairs, plant repairs, lubrications, conveyor belt replacements, belt extensions, belt splicing, belt insert, belt repair, re-lagging of pulleys, idler inspection and replacements, skirting thickness measurement and replacements, handling of sleepers and rails for the spreader machine, and the shifting of the stacker machine.
- b) The *Contractor shall* maintain the defect record list for the period of the contract and track the similar failure defects. The contract shall provide *Eskom Contract Supervisor* with the weekly report of all reported defects and inspections conducted. The *Contractor* will be provided with the template of the report upon the commencement of the *contract*.
- c) The *Contractor* is to do coarse Ash Handling Plant inspections once a week on all the units. Any repairs, scraper cleaning and adjustments, idlers' replacements, skirtings' replacements, plumber blocks greasing, pulley laggings replacements, pulley replacements, belt replacement, chute repairs, chute tiling, moving head repairs, etc should be planned with the relevant *Production Manager*, so that the *Unit Operating Supervisor* can arrange for emergency dumping at the grizzly conveyors.
- d) The *Contractor* is to do conditioner conveyors inspections once a week on all six (6) conditioner conveyors. Any repairs, scraper cleaning and adjustments, idler replacements, skirtings' replacements, plumber block greasing, pulley lagging replacements, pulley replacements, belt replacement, moving head repair work, chute repairs, chute tiling, etc should be planned with the relevant *Production Manager*. There are three (3) conditioners conveyor running per week, while the remaining three (3) conditioner conveyors are standing for cleaning and maintenance purposes. Usually, these conveyor belt changeovers take place every Thursday.
- e) One (1) transverse conveyor and one (1) cross conveyor stream are normally in operation for a week and then changed over every Thursday. One (1) ash stream will be running whilst the other streams are on standby for maintenance and cleaning. The proposal is that the ***Cleaning Contractor*** (separate running contract already appointed) is to clean the upstream chutes, these transverse conveyors chutes and cross conveyor chutes first, and let these conveyors run empty at TT02. Then maintenance can be done on the relevant conveyor stream. The moving heads cleaning by the ***Cleaning Contractor*** (already appointed), and maintenance on these transverse and cross conveyors can also be performed during this period (**Important to note that the cleaning is not part of this scope it will be performed by the cleaning Contractor and only the scrappers will be cleaned and adjusted by the maintenance Contractor**).
- f) The *contractor* is responsible for the training of the belts and observes that the ash on loading to the cross conveyors and overland conveyors is in the middle of the carry belt. The *Contractor* is to perform inspection and repairs on the transverse and cross conveyors moving head systems. This involves pinion and plumber block repairs, rail repairs, , wheels greasing and travel wheel repairs. The *Contractor* is to advice *Eskom* which spare parts he/she requires for repairs.
- g) The *Contractor* is to do the TT02 emergency unloading conveyor system (in loading feeder) inspections once a week. Any repairs, scraper cleaning and adjustments, idler replacements, skirtings' replacements, plumber block greasing, pulley lagging replacements, pulley replacements, belt replacement, chute repairs, chute tiling, etc. should be planned with the relevant *Production Manager*.
- h) Due to the overland conveyor roof construction, the *Contractor* needs to walk between the conveyors for the ash overland conveyors inspections. This conveyors inspection should be conducted at least twice per week. The one (1) conveyor stream runs for seven (7) days, and then the other belt runs for seven (7) days. The conveyors inspection should be performed, whilst the belt is running, and the necessary repairs must be done under the plant permit system.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- The *Contractor* is also responsible for belt scraper cleaning, adjustments, and replacements. The V – plough inspections, repairs or replacements is also part of the scope of work.
- The *Contractor* is to check the gearbox oil levels once per week and to lubricate the pulley bearings once per month.
- The *Contractor* needs to take fluid coupling oil samples from the four (4) fluid couplings and to analyze this oil for any particles and water ingress, once a month. In case of any dirty oil, then the relevant fluid coupling oil needs replacement. These fluid coupling oils in general need replacement every six (6) months. The grid couplings at the gearboxes input shafts and at the gearboxes output shafts needs greasing every three (3) months.
- The inspection of the winch ropes, wheels and trolley car system must be once per month, and this must be done by a qualified rigger.

Note:- If the *Contractor* notes, that there is a conveyor drive vibration problem, he/she must inform *Employer*, so that *Employer* can do vibration readings.

- The *Contractor* is also responsible for monitoring the stock levels of every item of these conveyor systems.
- i) The ash stacker system is operational approximately 80% of the time, and the standby spreader machine approximately 20% of the time. The spreader system is only in operation during the shifting process of the stacker system, for stacker maintenance and stacker system break downs. The *Contractor* is to inspect the stacker system every day, due to the high load factor of this system.
- j) Any repairs, replacements and chute cleaning must be planned so that other disciplines also can have an opportunity to perform maintenance. The **Cleaning Contractor** needs to clean the ash chutes on the stacker system two times per week and in this period the **Maintenance Contractor** can do the necessary repairs, scraper cleaning and adjustments. In most cases the conveyor bearing greasing can be performed under plant in operation permit. But if there are dangerous moving parts close by, then plant isolation permit must be taken for safe bearing greasing actions. The number of bearings which require greasing on the total ash stacker plant is approximately 214.
- The re-lagging of pulleys, replacements of the boom and link conveyor belts can be planned during the stacker shifts.
 - The inspection of the extendable and shiftable conveyors' winch take-up systems must be done once per month. This must be done by qualified riggers
 - The power cable reel and control cable reel systems on the stacker tripper car must be inspected by the *Contractor* once a week and to perform the required repairs.
 - The inspection, lubrication and repairs on the stacker tripper car and stacker machine bogie wheels pins, bushes, bogie wheels, equalizer beams, drive tumblers with its bushes and shafts, crawler idler and its bushes and shafts, crawler system, stacker slewing and luffing systems are part of the scope of work. The luffing cylinder replacement and the power pack refurbishment is also part of this scope.
 - The stacker crawler tension adjustment needs to be done by the *Contractor* and any worn component of these crawlers must be replaced by the *Contractor*. The *Contractor* is to replace all tripper car travel drives. The *Contractor* must also replace the stacker top slew pins and beams between the stacker and link conveyor. The stacker tripper car front-end bogie supports steel work and link conveyor tail-end support pin needs replacement.
- k) The *Contractor* must also inspect all the gearboxes oil levels and top-up when and as required. The number of gearboxes on the plant at the stacker system is 21.
- The testing of structure welding, pin joints and bogie wheel system must be performed once per year.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- The inspection and maintenance of all the storm brakes on the boom conveyor slewing system and tripper car is part of the *scope of work*.
- l) The ash stacker system requires shifting every six (6) months and the *Contractor* must perform the total scope of work. This involves main extendable tripper car rail extension, shifting of the shiftable conveyor to the new position, pulling of the main extendable tripper car to the new position, driving of the ash stacker to the new position and the removal of all anchor plates and the installation of all anchor plates. The *Contractor* is to build new conveyor modules and perform belt extension every two (2) shifts. The installation of all idlers is part of the scope of work. The conveyor module extension is 80 meters. The two splices must also be performed by the *Contractor*.
- The *Contractor* is also responsible to handle the 3, 3 kV cables during the shift. New cable joints, once per year, needs to be done by the **EMD Contractor**. **Employer** will do the **C&I** part of this shift. The *Contractor* must also repair any rail failures during the stacker shifting process.
 - The *Contractor's* land surveyor must set out the center pins for the extendible conveyor and shiftable conveyor before the shiftable conveyor tail end station and shiftable conveyor plat forms can be constructed before the stacker shift starts.
 - During conveyors extending and shifting the *Contractor* must ensure that the survey for align straight the belt through its length from the tail end to the discharge chute is conducted and review by *Employer* whenever the extension or shifting take place. The *Contractor* shall ensure that the belt is straight and all possible misalignment of the conveyor structure is within recommended coordinates. The *Contractor* must issue weekly reports to *Employer's Engineering* which may suggest engineering solution or change of maintenance frequency.
- m) The *contractor* must also perform spreader system plant inspection two times per week; perform the required repairs, scraper cleaning and replacements. The contractor must make sure that this is on standby and reliable in case of stacker system failure. Since this system is standing most of the time, there is more than enough time to perform the required maintenance work.
- The contractor must also ensure that the spreader system must not operate more than 15% of the time. The contractor must keep record of the running hours of the stacker and spreader systems. This will ensure that the two ash dumps are in balance.
 - The spreader boom conveyor support cables, major structure, pivot points and bogie wheels support steel work must be tested at the welding joints. This testing frequency is once per year.
 - The contractor must also perform rail extension in front of the machine, so that this machine can stack the ash at the crest of the ash dump. The standby extendable conveyor requires belt extension three times per year. Please note it is depended on the usage of this machine.
 - The standby extendable conveyor needs surveying and shifting of modules, so that this conveyor only has one (1) horizontal radius of 5 000 meters. It will help with the belt training. The conveyor length is 3 700 meters.
- n) The conveyor length extension is 80 meters and the belt splices is part of the scope of work. The contractor must also assemble the conveyor modules on the plant. The handling of these modules and belting has to be performed by the contractor. The handling of the rails and sleepers are part of the scope of work. The length of each rail is approximately 18 meters.
- o) The 11kV to 3, 3 kV transformer also require shifting to the location. This normally happens once per year. The shifting of this transformer is part of the scope of work. The **EMD Contractor** will perform the cable joints.
- p) The contractor is responsible off all the lubrications and inspections and top ups of all the gearboxes and fluid coupling. The number of greasing points is 94. The number of gearboxes involved with the standby system including the shuttle conveyor is 15. The contractor is also to check the spreader luffing hydraulic system, which involves the maintaining of the oil level, repairs of any oil leaks and the replacement of the oil filters. The inspection and maintaining of the power and control cable reel gearboxes and magnet couplings are also part of the scope of work. The spreader eight travel drives need replacement.
- q) There are four critical scoop fluid couplings at the Ash Overland Conveyor belts on north and south overland conveyors. These couplings require filling up of oil after repair or after inspection, oil leak

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- inspection, and visual inspection in terms of vibration monitoring, alignment with electric motors and gearboxes as well as temperature monitoring. The oil coolers must be inspected for any leaks, condition of the cooling fins, oil circulation, fan operations and be inspected every week. The contractor shall ensure that there is no oil/grease leak around the gearboxes, pulleys, couplings and motors. Any oil or grease spillage found around ash plant must be investigated and documented.
- r) The contractor is also responsible for the north and south dam pump stations. The pumps and pipelines inspections frequency should be at least two times per month. If any repairs are required on these pumps, it is part of the maintenance scope of work. The brine water pipeline and potable water pipelines from TT02 to the sprayers and potable head tank must be inspected by the contractor and any repairs and HDPE pipe welding need to be performed by the contractor.
 - s) The South and North dams pump houses need to be inspected and these pumps needs test running once every week. Any water leaks need to be repaired. The sump pump sump needs to be inspected and the sump pumps needs to be tested once a week, to make sure that it is available to drain any water from these pump house floors. Any water leak on the discharge pipeline needs to be repaired by the Contractor.
 - t) In terms of spares the contractor is responsible for ensuring that the spares are levelled up and all the spares available are readily available and in good working conditions whenever required. Eskom has a routable process where the contractor can be very aware that the spare is no longer repairable. If the spare is no longer repairable or the cost of repairing is 70% or more than one of the new spare the new spare must be bought based on routable process.
 - u) The contractor shall review the current recommended spares and advise where there is a need to adjust the spares required to ensure that Ash Plant Facility is reliable, available and maintainable to suit operating and maintenance philosophy. The contractor shall have a capability of conducting reliability centre maintenance where the contractor will adhere to automated preventative maintenance stored in the system.
 - v) If there is any steel work repairs and steel sections, replacement need on the conveyors and stacker/spreader system, then the contractor need to do these steel work repairs.
 - w) The contractor is also responsible for any lifting which may be required during heavy equipment removal, handling and installation.

1.1.3 QUALITY

- a) The contractor shall prepare a method statement for each activity to be executed and quality control documents which are required to be sent for approval before any work can be executed. The Employer's Contract Supervisor of the area shall give a good ahead for any repair and installation that will be required.
- b) The bolts and nuts shall always meet the design specification. If the contractor is not sure about the specification, he/she should consult with the Eskom Engineer of the area.
- c) All welding repairs and structural repairs must be done with accordance to Eskom latest version of welding rule book. All design standards must be adhered to, and Welding Procedure Specification (WPS) must be approved. Welding Procedure Specification (WPS) must be supported by welding qualification records and welder's qualifications.
- d) The *Maintenance* shall include as a minimum the following activities and interventions:
 - Approval of Method Statement and quality control plan – hold point for Employer's Contractor Supervisor.

1.1.3.1 Procedures, Guidelines & Other Documents

- a) Quality Control Plan.
- b) Method Statement.

1.2 Employer's requirements for the service

1.2.1 General

- a) The contractor must have enough artisans and labourers to maintain the inside and outside running plant, during the stacker shifting period or during the belt and rail extension on the spreader machine. He/she may reduce his/her work force during the normal operation of the ash conveyor plant.
- b) The contractor is also responsible for the general site and workshop housekeeping.
- c) The contractor must have at least ten responsible persons who can take out plant isolation permits, and he/she must supply sufficient manpower for standby purposes. The working hours during plant breakdowns must not exceed the hours as specified by law.
 - The contractor must be able to replace tired workers. There should be sufficient personal that the Contractor can work at four places at the same time. Each team needs to work independently from other teams by have its own responsible person and artisans. The artisan of each team will communicate among the different teams and with operating and to his/her supervisors with two-way radios.
 - The contractor should have two supervisors.
- d) The contractor is responsible to dispose scrape metal in the correct bins and the spares and tools must be safe keeping in the stores in a neatly manner.
- e) The contractor's personnel must be transported in buses with safety belts from his/her home to work and back to home every day and the contractor may not transport his personal behind bakkies (LDV). The contractor is also to provide daily transport for his/her personal on site. The stacker and spreader systems are about 8 kilometers from the Power Station.
- f) The contractor must perform toolbox meeting every morning before any work can start and the contractor must also inspect the tools for safe usage.
- g) The contractor is to perform a risk assessment before any task is performed and he/she is to refer to the attached "Safety and health & environmental requirements for contractors" to insure safe working environment.
- h) The contractor is responsible for lifting slings and chain blocks inspection.
Note: All lifting equipment must comply to the requirements of the OHSA Driven Machinery Regulations.
- i) In case for replacements of any gearbox, pulley and fluid drive, the contractor must take the defected gearbox, pulley or fluid drive to Eskom's Main Stores for repairs. All spares, including belts must be handled by the contractor. The contractor may use the crane with the operator and the tractor and trailer from Eskom. He/she has to make all the arrangements.
- j) Contractor to provide rigging equipment up to 15 Tons.
- k) Contractor to provide Hydraulic bearing puller on an "as and when required" basis to perform work.
- l) Alignment Technicians must be able to perform laser alignment and provide certificates after every alignment activity.
- m) All work will be issued via SAP Maintenance system.
- n) The *Employer's* Lifesaving rules, Safety rules / procedures to be adhered to.
- o) Standby crew to attend to breakdowns on an "as and when required" basis.
- p) All Artisans to be authorized in terms of Plant Safety Regulations (PSR) within 6 months after the contract has been awarded.
- q) The *Contractor* must provide Quality Control Plan documents for approval by *Service Manager* prior to performing any activity.
- r) The *Contractor* to provide proof of experience (CVs) and qualifications for all personnel.
- s) The Artisan must have a Red Seal qualification (section 28 will not be allowed)
- t) In the case of absence for more than two days (Sick or Annual Leave) a substitute for same skill must be available to maintain the plant.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- u) 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
- v) Rigging tools and electrical equipment to be inspected regularly and filed as per the OHSACT requirement.
- w) All PPE to be provided by *Contractor* at own costs must be SABS approved
- x) Good housekeeping must be kept at all times. The *Contractor* must clean and remove all debris after completing a task.
- y) All communications must be printed and filed on *Service Manager's* file.
- z) Timesheets to be logged and signed by Contract Supervisor and *Contractor*.
- aa) Daily attendance register must be submitted on a daily basis to the Contract Supervisor
- bb) Site Manager to provide weekly plant status report cc)
- cc) Provide SANS approved Safety harnesses as per the Safety Requirements of the *Employer*.
- dd) Yearly induction must be attended by all personnel.
- ee) Workshop portable tools to be provided by the *Contractor*.
- ff) *Contractor* to provide QCP's and programme
- gg) Safety Officer to provide monthly safety report

1.2.2 Tools and Equipment

- The contractor shall return all the special tools & equipment (refer to line C1 to line C35 of the contractor's quotation) back to the employer at the end of the service period
- Eskom Standard Complete toolbox set per artisan. Refer to artisan toolbox list.
 - Torque wrenches
 - Hydraulic pullers, 50 tons and 100 tons
 - Hydraulic power pack with four 100-ton jacks
 - Jacks, 25 mm, 50 mm, 100 mm, 200mm and 300 mm
 - 2 x Mobile Welders on trailers set.
 - Generator 220/380V, 60 A
 - 2 x 200 Watts Spotlights on stands
 - 15 ton crane to handle heavy equipment.
 - 2 x trailers for idler handling
 - 2 x belt stands, two 10 tons and two 4 tons
 - Angle grinders.
 - Laser Alignment equipment and clock gauges for conveyor drives alignments. (Pruftechnik)
 - Two -way radios with batteries and chargers.
 - 2 x Long feeler gauges, 729865 B for pulley bearings
 - 2 x HN 4-16 Hook spanner adjustable for pulley bearings
 - 2 x TMFN 23-30 Impact spanner for pulley bearings
 - 2 x TMFN 30-40 Impact spanner for pulley bearings
 - 2 x TMFN 40-52 Impact spanner for pulley bearings
 - 2 x TMJL 100- Hydraulic pump 100 MPa for pulley bearings
 - 2 x 7298619 E – Hydraulic pump 150 MPa for pulley bearings
 - 2 x Copper hammer, THO527 – 0160 – 25 mm for pulley bearings
 - 2 x Copper hammers, THO527 – 0161 – 32 mm for pulley bearings
 - 2 x Lock spanner set, TMHN 7 for pulley bearings
 - 2 x Hydraulic nut, HMT 34E for pulley bearings
 - 2 x Hydraulic nut, HMT 36E for pulley bearings
 - 2x Hydraulic nut, HMT 38E for pulley bearings
 - 2x Hydraulic nut, HMT 44E for pulley bearings
 - 2 x Hydraulic nut, HMT 48E for pulley bearings xxix.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- 2 x Hydraulic nut, HMV 52E for pulley bearings
- 2 x Axial lock nut socket, TMFS 11 for pulley bearings
- 2 x Axial lock nut socket, TMFS 16 for pulley bearings
- 2 x Axial lock nut socket, TMFS 17 for pulley bearings
- 2 x Axial lock nut socket, TMFS 20 for pulley bearings
- 750 kg chain blocks per artisan.
- 2 x Mobile cutting torch trailers with spare wheels and fire extinguishers.
- Belt clamps. 4 x 750 mm, 4 x 1200, 4 x 1800.
- HDPE class 16 pipe welding machines, from OD 63 to OD 355.

1.2.3 ARTISAN TOOLKIT - MECHANICAL:

QTY	DESCRIPTION	SIZE	MAKE	PRICE
1	TOOLBOX	5 TIER	AUDELL	
1	PADLOCK	50MM	VIRO	
1	IMPERIAL ALLEN KEYS	1/16" – ½ "	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	

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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	1/2"	GEDORE	
1	TOMMY BAR	450MM	AFTOOL	
	OTHER TOOLS & EQUIPMENT: Refer to section 1.2.2 to see the other tools and equipment list.			

Notes: Each artisan to have his own toolbox as per tool list above.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Accounts Payable
BBBEE	Broad Based Black Economic Empowerment
CC	Cost Centre
COC	Certificate of Compliance
CPA	Cost Price Adjustment
HDPE	High Density Polyethylene
HV	High Voltage
ISO	International Organization for Standardization
LAR	Local Access Register
OBL	Outside Battery Limit
ORHVS	High Voltage Regulations
OSHACT	Occupational Health and Safety Act
PIR	Performance Improvement Report
PPE	Personal Protection Equipment
PPFA	Preferential Procurement Policy Framework Act
PPPFA	Preferential Procurement Policy Framework Act
PSR	Plant Safety Regulations

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

QCP	Quality Control Plan
QMS	Quality Management Systems
RP	Responsible Person
SAP	System Application Products
SDL&I	Supplier Development Localization and Industrialization
SOW	Scope Of Work
TBA	To Be Announced
TBC	To Be Confirmed
WWM	Work Week Management

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- To be discussed before each task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.

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:
Risk register and compensation events	As and when required	Tutuka Power station	<i>Service Manager</i> and <i>Contractor</i>
Kick-Off Meeting	Once off meeting Within 1 week of contract start date	Tutuka Power station Venue to be confirmed by service manager	<i>Service Manager</i> and <i>Contractor</i>
Assessments meeting	Monthly Time to be confirmed by service manager	<i>Service Manager's</i> Office	<i>Service Manager</i> and <i>Contractor</i>
Overall contract progress and feedback	Monthly Time to be confirmed by service manager	Tutuka P/S	<i>Employer</i> and <i>Contractor</i>

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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)
- Departmental Safety Meetings (monthly)
- The *Employer's Contractor's* Monthly Safety Meeting
- Section daily meetings
- All Assessment meetings
- Outage meeting as required
- Any meeting requested by the *Employer* or *Contractor*

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

Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3 Contractor's management, supervision, and key people

- a) 1 x Site Manager,
- b) 2 x Supervisors,
- c) 1 x Safety Officer,
- d) 10 x Artisans qualified Fitters, each artisan to be PSR authorised. (Belt training, bearings, hydraulics,
- e) 5-ton rigging, belt scrapers, gearboxes, couplings, fluid couplings, idlers, stacker/spreader, etc e)
- f) 1 x Boiler Makers,
- f) 1 x Drive alignment Technician- As and when required
- g) 1 x HDPE Pipe Welder – As and when required
- h) 2 x Rigger,
- i) 1 x Welder,
- j) 8 x Artisan Assistance,
- k) 6 x Semiskilled,

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*).

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- 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*
- 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

- a) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the *Employer's* procedure must be followed. (**Eskom Procurement and Supply Management Procedure**)
- b) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- c) The *Contractor* does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*.

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

- N/A

2.9 Insurance provided by the *Employer*

- Refer to Contract Data section 8 and Z12.

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) All Artisans must be trained and authorized in terms of Plant Safety Regulations Responsible Persons (RP) within 6 months after the contract has been awarded.
- e) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works. First training will be on *Employer's* cost, if the *Contractor's* personnel failed the first attempt, the second attempt training will be on *Contractor's* cost.
- f) *Contractor* must be trained on working at heights as per Eskom's standard procedure and training to be on *Contractor's* account.
- g) *Contractor* must be trained on working at confined space as per Eskom's standard procedure and training to be on *Contractor's* account.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- h) The *Employer* will provide Plant Safety Regulations (PSR) and ORHVS training necessary for the *Contractor* in order to carry out the works. First training will be on *Employer's* cost, if the *Contractor's* personnel failed the first attempt, the second attempt training will be on *Contractor's* cost.
- i) 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

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) The contractor shall return all the special tools & equipment (refer to line C1 to line C35 of the contractor's quotation) back to the employer at the end of the service period

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 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.

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

SHEQ Policy

Eskom SHEQ Policy

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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:

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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

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

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

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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 authorized 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 authorized 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 organization 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 new staff must hand in all certified copies of qualifications and relevant documentation to the *Service Manager*
- b) When changing personnel, a new access to work form to be completed by the *Contractor*.
- c) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- d) *Employers Contract Supervisor* will be delegated by the *Service Manager*
- e) All personnel names on this contract and titles must be specified to the *Service Manager*.
- f) All *Contractors* personnel specified in this contract as per 2.3 to be always on site, unless on leave for max 7-10 days, otherwise replacement of same skill required.
- g) *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*
- h) All *Contractor* personnel to apply for Tutuka access via access work system.
- i) All new staff to be appointed in writing by the *Employer*.
- j) Contract Staff are not allowed to work on any other contract while employed on this contract.
- k) All new staff to do induction training, and re-induction to be done annually.
- l) All replacements of staff will be in the same discipline with relevant experience (eg. A Fitter artisan with proof of qualifications)
- m) All new staff to be approved by *Service Manager* before entering the site or commencing work
- n) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- o) When changing personnel, a new access to work application to be completed by the *Contractor*
- p) Only required specified approved amount of personnel to be allowed on site, pre-arrange changes with *Service Manager*.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- q) *Contractor* must be trained on cranes and have crane licence.

4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within contract data.

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

- Not applicable

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

- N/A

4.2.3 Limitations on subcontracting

- a) 25% of the Scope can be subcontracted or as per SDL&I requirements

4.2.4 Attendance on subcontractors

- b) N/A

4.3 Plant and Materials

4.3.1 Specifications

- a) All plant spares and materials to be inspected (Quality checked) before installing at plant.
- b) The *Employer* will supply all spares and materials.
- c) The *Contractor* is not allowed to use any materials or spares for private usage or on other Sites.
- d) The *Contractor* must transport material as requested.
- e) Requests to be in writing the day before the material will be needed.
- f) The *Contractor* to transport tools and materials from and to the work site.
- g) Work and QC do be done according to *Employer's* regulations and procedures
- h) The *Contractor* will be responsible for Inspection and Maintenance on equipment
- i) 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.
- j) *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
- k) 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) Rework of work will be seen as rework within a time from 0 to 90 days. Rework will be on the *Contractor* account.
- c) All work to be done must be done under a permit to work to work or lock out procedure as required by PSR. Some plants are trip risks and can only be worked on during outages or units' shutdowns.
- d) All defected spares to be replaced with the permission of the *Service Manager* / Supervisor.
- e) 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.

4.3.6 Cataloguing requirements

- N/A

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) Unauthorized access to site is prohibited.
- g) The personnel are expected to be always at their working site area.
- 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 always have an Identification card

5.2 People restrictions, hours of work, conduct and records

- a) Normal working hours is *Employer's* working hours
 - Monday to Thursday 07:00 - 16:00
 - Fridays 07:00 - 12:0040 hour Work week
- b) Overtime on a as and when required basis, but must be approved by the *Service Manager*
- c) 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
- d) Call outs might be required on an as and when required basis depending on the plant Status (Breakdowns)
- e) The *Contractor* must be available for any plant break downs during after hours, weekends and public holidays. The *Contractor* must be on site within 1 hour after been called out.
- f) All overtime worked must comply with *Employer's* overtime policy
- g) 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*

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

5.3 Health and safety facilities on the Affected Property

- a) Each workshop must have a first aid box available.
- b) Yearly induction for all personnel to be conducted
- c) In an emergency the contract supervisor and Service Manager must notified immediately
- d) Proto team on each shift

First aid center

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 center 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

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 Fertilizers, 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.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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*, *Employer's employees* and Other Contractors 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

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

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*

- All rigging equipment over five tons to be provided by the *Employer* and to be used under Supervision.
- All other equipment required not specified in this contract under Supervision
- The contractor shall return all the special tools & equipment (refer to line C1 to line C35 of the contractor's quotation) back to the employer at the end of the service period

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*.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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* at own costs.
- 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) The *Contractor* to provide a full detailed Technical Method Statement with regard to scope of work on
 - how ash disposal system, coarse ash conveyors, ash conveyors, conditioner conveyor, conveyor system, ash systems etc will be repaired or maintained.
 - Supply a letter of undertaking that the *Contractor* does have the correct tools and equipment to perform the activity
 - *Contractor* also to provide a list of tools and equipment that is registered on the Company's register.
- l) *Contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the contraction regulations.
- m) *Contractor* to supply own 220 VAC extensions at the *Contractors* own cost.
- n) *Contractor* to provide own lead lights
- o) Certified copies of ID and Qualifications to be provided by the *Contractor* on contract award
- p) The *Contractor's* employees will be interviewed by the *Employer*, before the start of the contract to verify the qualifications.
- q) 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.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

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 for noise, dust and waste 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

- **Risk Assessment:**

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

Contractor to Conduct a thorough risk assessment before any work at height. This involves identifying potential hazards, evaluating the risks associated with those hazards, and implementing control measures to mitigate them. Regularly review and update the risk assessment as conditions change.

- **Training and Competency**

Contractor to Ensure that all workers involved in tasks at height receive proper training. This training should cover the use of equipment, hazard recognition, safe work practices, and emergency procedures.

- **Use of Appropriate Equipment**

Contractor to Select the right equipment for the job, such as ladders, scaffolding, or aerial work platforms. Each piece of equipment has specific guidelines and limitations that must be adhered to for optimal safety. Regular inspections and maintenance of equipment are also crucial to ensure safety.

- **Fall Prevention and Protection**

Contractor to Implement fall prevention measures, such as guardrails, safety nets, and personal protective equipment (PPE) like harnesses. Ensure that all workers are trained in the proper use of fall protection systems.

- **Emergency Response Plan**

Contractor to Develop and communicate an emergency response plan that includes procedures for rescuing workers in the event of a fall or other emergency. This plan should be part of the overall safety management system.

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 cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their sub-*Contractors* and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-*Contractors* and suppliers (all tiers). If there are nonconformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Principle *Contractor* will be penalized.
- d) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- f) 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 *Employers* rules, regulations and procedures
- g) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*
- h) The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- i) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- j) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- k) 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 to the *Employer*
- l) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment, and equipment in and around existing buildings.
- m) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- n) The *Contractor* and his employees may only smoke in the allowed / designated areas.

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

- o) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g. theft etc.

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:

- Site Manager must have 3 years relevant experience on similar plant as stipulated in this contract plus a National Diploma in Engineering
- Supervisor must have 2 years relevant experience on similar plant as stipulated in this contract plus a National N Diploma in Mechanical Engineering
- Fitters must have 2 years relevant experience on similar plant as stipulated in this contract plus trade test. A minimum of 1 Artisan must have undergone laser alignment training 3 x PSR Authorised
- Rigger must have 2 years Rigging experience on similar plant as stipulated in this contract plus Rigging trade test.
- Welder must have 2 years welding experience on similar plant as stipulated in this contract plus Welding trade test.
- Boilermakers must have 2 years relevant experience on similar plant as stipulated in this • contract plus Boiler making trade test.
- Safety Officer must have 2 years practical experience, possess a National Diploma in Safety • Management.
- Semiskilled must have completed grade 12 and trained to execute the scope of work as per this contract and 1 year experience on similar plant
- Semiskilled Rigger must have completed grade 12 and training in basic rigging to execute the scope of work as per this contract and 1 year experience on similar plant.
- Artisan 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.
- The Planner must have 2 years relevant experience with N4 Engineering Certificate Primavera and / or MS Project
- The Storeman 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.
- Alignment Technician must have a trade test or a National Diploma with laser alignment certificate plus 5 years post laser alignment experience.
- The company to able to do HDPE repairs for at least a minimum of 3 years

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- Quality Control check sheets to be completed and signed off by *Contractor* and *Employer*
- Do inspections as per Scheduled Work Order and report all defects to the *Employer*.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.

5.11.2 Materials facilities and samples for tests and inspections

- QC check sheets

5.11.3 Warranty on Load Tests

- For all lifting machinery in possession by the *Contractor*, warranty on load tests to be submitted to the Service Manager by the *Contractor* for record keeping.

6 List of Drawings

6.1 Drawings issued by the *Employer*

- All relevant drawings will be available in workshop or at the drawing office. *Contractor* to immediately advise the *Employer* of suspected deviations and updates required on drawings.

7 . Annexure B: Low Service Damages

ITEM	DESCRIPTION OF TASK	Measurement	DAMAGES TO BE IMPLEMENTED
Schedule	Schedule compliance: Task order program	Approved plan vs actual work completed	1% of task order per day limited to 10% of the Task Order value
NCR	Responding to NCRs	Not responding to NCRs within the period of reply (3 days after receiving the NCR)	R2000.00 per day limited to 10% of the Task Order value
Quality Management	QCP and Method statement for all works	Not executing work as per the approved QCP and method statement Not signing QCP upon work completion	2% of task order value limited to 10% of the Task Order value
PSR authorizations / HV access	a) Required personnel not authorized within 6 months of contract award b) No penalty to be applied if employer has not arranged training within the 6 months	per individual per incident	1% of monthly fixed task order assessment until authorization is acquired limited to 10% task order value
Rework	Defects on completed works	Per incident	2.5% of task order value
Safety, health & environmental violations	a) Violation of any Eskom Cardinal rule any b) environmental contravention Contractor employees working with c)	Violation from the same individual or per incident (environmental contravention)	First offence Disciplinary action Second offence within 6 months : replacement of skill by <i>Contractor</i>

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

	invalid medical certificates		
Tools	a) Not Having Required Tools to execute the work Artisans' toolbox kit & specialized tools to execute work	Per Individual and for any specialized tools /equipment	2% of monthly fixed assessment will be deducted per incident
Meetings attendance (Manager or Delegated person)	Not Attending scheduled meetings	Per Individual	First offence: early warning to be issued and risk reduction meeting to take place Second offence Written warning Third offence: contractor to replace the manager or delegated person
House Keeping	House Keeping not up to standard	Per incident	2% of task order assessment value will be deducted
Standby response time for call outs	a) If <i>Contractor</i> response time is more than the required time mentioned in the scope of work b) Response time is 1 hour	Per incident/callout	1% of monthly task order assessment value

8. Annexure C: Key Performance Indicators

Key Performance indicator (Ash conveyor maintenance)

	KPA	weight	KPI Measure	Score
1	Schedule compliance	20%	Complete task as per task order program	Ceiling = 20%
			Not completing task as per task order program	Base = 0%
2	Standby response time -1 hour	20%	Standby response within 1 hour	Ceiling = 20%
			Standby response after 1 hours	Base = 0%

PROJECT AND CONTRACT TITLE: MAINTENANCE OF ASH CONVEYOR PLANT FOR A PERIOD OF 12 MONTHS AT TUTUKA POWER STATION.

3	Safety defects to be attended within 24 hours	20%	Safety defects attended within 24 hours	Ceiling = 20%
			Delays in attending safety defects	Base = 0%
4	PM compliance	10%	Compliance to PM s	Ceiling = 10%
			Non-compliance to PMs	Base = 0%
5	Statutory work	10%	No violation	Ceiling = 10%
			Violation	Base = 0%
7	Priority 1, priority 2 and priority 3 work Priority 1 -24 Hrs Priority 2-72 Hrs Priority 3 -5 Wks.	20%	Work orders being executed within the response time	Ceiling = 20%
			Work orders not being executed in time	Base = 0%

Table 1: 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
Quality of workmanship	Failure of equipment	Eskom to approve QCP prior to work execution and sign off the required interventions as per QCP. Supplier to approve all steps within QCP for the execution of the work. The right tools should be available and used for each task as indicated in the SOW document. Training on the BMS and SANS 329 Gas practitioner are compulsory as per SOW.
Natural Disasters	Delay completion	Supplier assesses the risks that are likely and plan accordingly.
Injuries to personnel	Plant maintenance compromised	Contractor to ensure pre-job briefings are regularly conducted and attend safety meetings as scheduled. Risk assessments are done, and LAR are taken before any work is done. FFR and PSR training are compulsory as stipulated in the NEC and SOW. Eskom approved PPE for all staff members should be available and correctly worn.
Noise	Health Risks ; Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times where possible or if unavoidable with ESKOM's Project Leaders written permission.