

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD



NEC3 Term Service Contract (TSC3)

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

and
(Reg No. _____)

for **STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND
ROTORK TYPE ACTUATORS AT LETHABO POWER
STATION FOR A FIVE (5) YEAR PERIOD**

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CONTRACT No.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) **Karabo Rakgolela**

Capacity **General Manager**

for the **Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**
Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

Signature

Name

Capacity

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

Name & signature of witness

Date

For the Employer

Karabo Rakgolela

General Manager

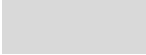



Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

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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:	
		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
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
10.1	The <i>Service Manager</i> is (name):	TBA
	Address	Lethabo Power Station Private Bag X 415 Vereeniging 1830
	Tel	
	e-mail	

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

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11.2(2)	The Affected Property is	Lethabo Power Station
11.2(13)	The <i>service</i> is	Strip, assess and repair of all siemens and Rotork type actuators at Lethabo power station for a five (5) year period
11.2(14)	The following matters will be included in the Risk Register	Unavailability of Access to site due to road closure Unavailability of RP and PTW Unavailability of skilled resources Obsolesce of component
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	24 hours during outages and emergencies, 3 working days for other requests during the normal operations in execution of the contract
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One (1) week after kick-off meeting
3	Time	
30.1	The <i>starting date</i> is.	Date of last signature of the contract as agreed by both parties
30.1	The <i>service period</i> is	Five (5) years from Contract Date
4	Testing and defects	Testing and defect on suppliers' site before delivered to Lethabo power Station. Final quality inspection will be done at main stores at Lethabo Power Station for exception of goods and services. If a test or inspection shows that any work has a defect, the supplier corrects the defect, and the test or inspection is repeated
42.1	Notifying and correction of defects	The Contractor corrects a Defect whether or not the Service Manager notifies him of it.
42.2	Defects correction period is	Defect Correction Period is 52 weeks after the respective Task Order Completion Date
42.3	Access to site to correct defects	2 days after notification or to be agreed by both parties. The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month. or will be done after Five (5) working

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		days after completion of each Task.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	<p>Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice.</p> <p>ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 0000 (Fifty Million Rand), including VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.</p>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed ss per core clause 7 of the NEC3 TSC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	As per Annexure A attached to this document
9	Termination	To be managed as per core clause 9 of the NEC3 TSC
10	Data for main Option clause	
A	Priced contract with price list	In C2.2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Monthly (30 days) or as stated on the Task Order.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<p>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).</p> <p>Address</p> <p>Tel No.</p>
		To be known once the dispute arises
		To be known once the dispute arises

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Fax No.

To be known once the dispute arises

e-mail

To be known once the dispute arises

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	Prices are fixed and firm for the first year and CPA will kick in for subsequent years as follows																		
X1.1	The <i>base date</i> for indices is	The base date is one month prior to the tender closing date.																		
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr> <tr> <td>%</td><td></td><td></td></tr> <tr> <td>%</td><td></td><td></td></tr> <tr> <td>%</td><td></td><td></td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>100%</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	%			%			%			15%	non-adjustable		100%		
proportion	linked to index for	Index prepared by																		
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100%																				
X2	Changes in the law	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.																		
X13	Performance bond	10% of the Contract Value																		
X13.1	The amount of the performance bond is	<p>The amount stated in the Contract Data and in the form set out in the Goods information.</p> <p>In the event the contractor is deemed financially unstable, the contractor shall submit a performance bond, issued by a bank, to be acceptable to the service manager before the contract award</p>																		

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X17	Low service damages	Capped at 10% of the Task Order Value	
X17.1	The service level table is		
	Low Service Damages	Minimum percentage for low service damages	Limit of low Service Damages
	Safety Incidents: Occupational Hygiene & Safety		
	Not providing appropriate PPE (SABS approved & company brand/logo)	5% of the Task Order value	
	No LTI may be incurred, unless it's proven beyond reasonable doubt (during investigation) that there was no form of negligence nor unsafe behaviour.	Two (2) or more safety incidents - 5% of the task order value will be charged.	Limited to a maximum of 5 safety incidents - Removal of contractor from site.
	No contractor should contribute to another contractors' LTI	5% of the task order value will be charged from the defaulting contractor (on each incidence)	Limited to a maximum of 5 safety incidents - Removal of contractor from site.
	Use of substandard tools/equipment or any form of machinery i.e., non-road worthy vehicles, uncalibrated tools, etc	Remove (tools/ equipment or any form of machinery) from site until defects have been corrected.	
	Poor House Keeping:		
	Failure to submit Gemba Walks report.	0,5% per day will be charged.	Limited to 2% of the Task Order value per month.
	Failure to close Gemba walk Actions where its within contractors' control.	0.5% for weekly actions	Limited to 2% of the Task Order value per month.
	Clean conditions of Working Space. Adherence to House Keeping Checklist	2% as and when housekeeping issues are identified.	Limited to 5% of the Task Order value.
	Housekeeping during site de-establishment (working space/areas/yard) to be completed by contractor before leaving site. e.g. Removal of rubble, weeds, equipment, containers, etc	5% of the task order value to be charged	
	Closing of NCRs:		
	Rework (any work repeat) - 1 st NCR to be issued, 2 nd	5% of the task order value to be charged on 2 nd rework.	If the reworks amount to 60% of the works, termination.

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	rework penalty applies.		
	Poor Quality of Work	5% of the Task Order value.	
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)	
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	Total of the prices of the task order	
X18.3	The Contractor's 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 andthe amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles	
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for <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 Employer's property, Plant and Materials),death of or injury to a person andinfringement of an intellectual property right.	
X18.5	The end of liability date is	5 years after the end of the service period.	
X19	Task Order		
X19.3	The delay damages in a Task Order	2% per day up to a maximum of 15%	
X19.5	The Contractor submits a Task Order programme to the Service Manager within	Within three (3) working days of receiving the Task Order	
Z	The additional conditions of contract are		
		Z1 to Z14 always apply.	

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Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

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- 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.

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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Action Fraudulent Action or Obstructive Action.

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
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>	<u>Loss of or damage to property</u> The replacement cost

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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>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

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nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the

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Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

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Qualifications:
Experience:

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

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PART 2: PRICING DATA
TSC3 Option A

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

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

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- 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.

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C2.2 the *price list*

SCOPE OF WORK

The Scope of work will cover three options for the: Strip, assess overhaul and repair of all Siemens and Rotork actuators at Lethabo:

Option No. 1 Complete Overhaul

- Do a PRE-SHUTDOWN inspection as per OPTION NO. 2
- Do directions check before removal.
- Remove actuator, keep all nuts and bolts separately marked and safe for future use.
- When Actuator bigger than 14.2 is to be lifted, this will be done by two persons or more.
- Transport Actuators to workshop.
- Steam clean and degrease externally.
- Remove cover all covers.
- Test run actuator on test bench and record any defects.
- Remove and strip Actuator.
- Check all internals.
- Mark worn and broken parts.
- Clean all parts and remove any deposits.
- Replace all parts where necessary. (Obtain approval from Employer with hold points)
- Re-assemble the actuator.
- Fill with lubricants.
- Test run actuator and do a torque check.
- Issue a test certificate.
- Re-spray actuator with recommended colour.
- Transport to site.
- Fit and assist with re-commissioning if required.

Option No. 2 Pre-Shutdown Inspection (In Situ)

- Inspect Actuators before remove from plant for any missing parts, breakages and oil leaks.
- Identify actuator by tagging and hard stamp.
- Remove covers and check all connections and parts for defects.
- Confirm the type of service required on the actuator.

Option No. 3 On Site Service

- Do a Pre shutdown inspection as per OPTION NO. 2
- Remove Actuator with permission and a permit to work.
- When Actuator bigger than 14.A is to be lifted, this will be done by two persons or more
- Repair actuator in Electrical maintenance workshop according to the require scope of work.
- Replace actuator on plant and assist with re-commissioning.

Activity Schedule

The activity schedule below shall be used in conjunction with the works information and drawings. The activities in the schedule below are just principal group activities. The Contractor shall compile the activity schedule from the works information, standards and drawings issued by the Employer. The Contractor shall give a breakdown of the cost submitted.

For spares price list and option schedule please see attached XL Spreadsheet

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B) Rendering a Training service for Lethabo personnel on Siemens and Rotork Actuators

Should the need arise for people to be trained in a training course for basic maintenance and first line fault finding, the price should be quoted per delegate including all learning material excluding accommodation and traveling. This training will be held at the Suppliers premises for access to the training equipment.

All courses will be of a high standard accompanied by an official certificate of attendance.

The same procedure for quote will be applied should it be necessary to provide training at the Customer's premises. Traveling of the Instructor/Technician must be quoted on a separate line.

	3 Day course	5 Day course	On site Training per day for ad hog training
On site training charges by instructor			
Price per candidate/course @ Lethabo			
Price per candidate/course @ Supplier			N/A

C) To provide a specialized Maintenance and Technical backup service on an as and when required base as per scope of work for electrical and instrumentation maintenance (on site repairs) including the Lethabo Test rig

The Supplier will be expected to have a standby service 24/7 available for assistance to Lethabo on all Siemens and Rotork type equipment. (electrical & Control and Instrumentation)

The Supplier must quote on a call out charge per hour @ normal working time and After-hours time. Traveling and standing times will be charged. All spares used for the repairs to the equipment will be charged as per contract prices for spares stipulated in the price list.

During Outages the Supplier will be requested to have a person available to assist with commissioning and light up of the Unit.

Call out fee	Normal rate/hr	After hour rate/hr	Traveling /KM	Standing Time/hr
Technician				
Assistant				

D) To provide technical personnel on a 24 hrs bases for installation and commissioning of Rotork and Siemens Actuators as and when required on site

The Supplier will be expected to have technical personnel available to Lethabo for assistance on installing and fault finding on Siemens and Rotork type equipment. (electrical & Control and Instrumentation). All necessary labour for installation work, wiring on the equipment itself, stroke checking, commissioning. Spares are included and will be charged as per contract prices for the various items separately.

Under normal conditions this work will be pre planned and arranged for by both parties. Due to the urgency of some plants under breakdown situations it will be expected from the Supplier to make his standby personnel available for assistance in such cases.

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During Outages the Supplier will be requested to have a person available on Lethabo site to assist with commissioning and light up of the Unit.

All charges will be as per schedule for call out, normal and after hour's rates including traveling and possible standing time.

Call out fee	Normal rate/hr	After hour rate/hr	Traveling /KM	Standing Time/hr
Technician				
Assistant				

Mandatory work

- Collection from Lethabo power station.
- Removing of actuator from the plant.
- Disassembly
- Cleaning
- Mechanical and electrical component inspection/assessment (Issue SOW)
- Assembly
- Final inspection and testing
- Painting
- Delivery to Lethabo power station

Mandatory replacements

- Swing lever only
- Seals where applicable
- Grease in actuator
- All broken parts

Initial cleaning

- Actuators shall be solvent or abrasive blast cleaned, prior to disassembly. Care shall be exercised to ensure that the machine faces are not damaged.

Actuator disassembly

- Actuators shall be disassembled in accordance with the requirements of the OEM's manuals.
- Cleaning prior to inspection/assessment
- All scale, rust, paint and old protective coatings shall be removed by solvent or abrasive blasting.
- Machined surfaces and areas vulnerable to damage shall be protected prior to abrasive blasting.

Drilled and tapped holes

- Defective drilled and tapped holes shall be plug welded and reworked to the OEM requirements.
- Defective drilled and tapped holes may be enlarged to the next largest hole diameter provided the practice is not detrimental to the operation of the actuator.

Casings and housings

- Casing and housing sizes shall be checked for visible damage.

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- Casings and housings, which are worn outside the OEM specification requirements, shall be replaced with new components.

Electrical

- On all newly electrical parts and motors replaced by new units an OEM guarantee will be given.
- Should a motor be opted by the employer to be rewind, such a motor will be repaired outside the contract with no guarantee by the Repairer on said motor.
- Cable insulation should be tested between all conductors.
- The resistance shall not be less than 50M ohm at 1000V when tested between conductors and earth.
- Where use is made of threaded holes, the bolt or stud shall enter the thread for at least 80% of the length of the threaded hole with the locking washer in position.

Output shafts

- Output shafts, (A.D, ball and key, rising spindle ext) shall be checked for wear or damage and if found to be worn or damaged shall be replaced.

Lifting bracket

- Lifting bracket should be fitted to all actuators form 10KG and bigger If possible, for lifting purposes.
- These actuators will be lifted by two or more persons or by Rigging activities only, for safety purposes of the personnel.

Painting

All exposed metal areas shall be painted to OEM paint specifications

Test and inspection methods

- A prior test will commence to see if unit are functional
- Torque test will be done on all units and torque must be in range of OEM specification
- Feedback, limits, thermal etc. will be tested to OEM standards
- A test certificate will be given upon delivering units

Constraints on how the Contractor Provides the Works

1. The Supplier will be responsible for the transport of the actuators from site to the Suppliers workshop and from the Suppliers workshop back to site. The Supplier will take full responsibility for the equipment while it is loaded on the transport vehicle and while being transported. It is the responsibility of the Supplier to ensure that the actuators are properly secured to the transport vehicle. Any damages to the equipment while it is loaded/transported on the transport vehicle are for the account of the Supplier.
2. The supplier will first quote Lethabo for the repairs to any actuator/motors before any work will commence.
3. The Supplier is only allowed to repair an actuator should the total repair cost be less than 60% of the cost of a new component to replacing this component. The Lethabo Contract Supervisor must be informed of this and will then have the component scrapped. If the Supplier repair an actuator and the cost accumulates to an amount more than what it would have been to replace the component the Employer would only pay for the replacement cost.
4. Strip and assessment reports with Scope of Work (SOW) for normal repair quotation be issued to Lethabo ASAP within Two (2) days.
5. Contractors should have capacity to execute SOW during breakdowns and outages.

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6. Normal response time to be within 24 Hrs when called for normal collecting of actuators and site work to be performed.
7. Normal repair time to be within 5 working days after receiving the task order (including the 2 days for strip and quote).
8. Breakdown response time to be within 2Hrs when call for urgent collection of actuators and site work to be performed.
9. Breakdown repair time for any actuator on emergency will not exceed 2 days (48 hrs) after receipt of official order.
10. Urgent repair time for any actuator for overhauling will not exceed 3 days (72 hrs) after receipt of official order, unless agreed otherwise with the Contract Manager.
11. Supplier will be required to comply with Outage turn-around times where repair of Actuators will be required (which will be communicated at the time an Outage SOW (SCOPE OF WORK) is confirmed for execution).
12. A standby service will be available 24Hr/day (24/7) per day for any work covered through the contract.
13. On Units returning to service, a technician shall be available on site for assistance 24/7 for the light up period.
14. Operating conditions must be approved by the Supplier.
15. All operational instructions must be adhered to – including routine maintenance.
16. All safety equipment and protection systems must be always connected and in operation.
17. Only technical staff authorized by the Supplier will be allowed to strip, remove and/or work on any defective parts of the actuator during the guarantee period.
18. If a failure occurs during the guarantee period, the Supplier must be informed immediately, and a technical representative must be on site within 12 hours to assess the cause of failure.
19. Replacement of components which are beyond repair shall be in accordance with the requirements of the OEM unless otherwise approved. A quotation should be sent to the Employer's Representative for approval before parts can be replaced
20. The Contractor is to ensure that all employees dispatched to Lethabo site has done the safety induction before entering the premises.
21. The contractor is to provide all PPE for his personnel.
22. The Contractor will have all necessary tools available to complete the work safely.

The total of the Prices

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PART 3: SCOPE OF WORK

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

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4.3.2 Correction of defects	Error! Bookmark not defined.
4.3.3 <i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.
4.3.4 Tests and inspections before delivery	Error! Bookmark not defined.
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i>	Error! Bookmark not defined.
4.3.6 Cataloguing requirements	Error! Bookmark not defined.
5 Working on the Affected Property	Error! Bookmark not defined.
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	Error! Bookmark not defined.
5.2 People restrictions, hours of work, conduct and records	Error! Bookmark not defined.
5.3 Health and safety facilities on the Affected Property	Error! Bookmark not defined.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

5.4	Environmental controls, fauna & flora.....	Error! Bookmark not defined.
5.5	Cooperating with and obtaining acceptance of Others.....	Error! Bookmark not defined.
5.6	Records of <i>Contractor's</i> Equipment.....	Error! Bookmark not defined.
5.7	Equipment provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8	Site services and facilities.....	Error! Bookmark not defined.
5.8.1	Provided by the <i>Employer</i>	Error! Bookmark not defined.
5.8.2	Provided by the <i>Contractor</i>	Error! Bookmark not defined.
5.9	Control of noise, dust, water and waste	Error! Bookmark not defined.
5.10	Hook ups to existing works	Error! Bookmark not defined.
5.11	Tests and inspections	Error! Bookmark not defined.
5.11.1	Description of tests and inspections	Error! Bookmark not defined.
5.11.2	Materials facilities and samples for tests and inspections	Error! Bookmark not defined.
6	List of drawings	Error! Bookmark not defined.
6.1	Drawings issued by the <i>Employer</i>	Error! Bookmark not defined.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

Description of the service

Executive overview

Strip, assess and repair of all Siemens and Rotork type actuators at Lethabo power station for a five (5) year period.

Employer's requirements for the service

- Strip, assess, overhaul and repair of all Siemens and Rotork type Actuators for Lethabo Power Station (The maintenance and refurbishment of actuators for Lethabo units 1-6 and outside/ash plant. the contractor will carry out the full maintenance, repair and service of all Siemens and Rotork actuators listed during outages, normal maintenance and when required on site.
- To provide a specialized Maintenance and Technical backup service on an as and when required base as per scope of work for electrical and instrumentation maintenance (on site repairs) including the Lethabo Test rig.
- To provide technical personnel on a 24 hrs bases for installation and commissioning of Siemens and Rotork actuators during outages and as and when required on site.
- Provide Technicians on site during Unit light up after outage or IR's

SCOPE OF WORK

The Scope of work will cover three options for the: Strip, assess overhaul and repair of all Siemens and Rotork actuators at Lethabo:

Option No. 1 Complete Overhaul

- Do a PRE-SHUTDOWN inspection as per OPTION NO. 2
- Do directions check before removal.
- Rove actuator, keep all nuts and bolts separately marked and safe for future use.
- When Actuator bigger than 14.2 is to be lifted, this will be done by two persons or more.
- Transport Actuators to workshop.
- Steam clean and degrease externally.
- Remove cover all covers.
- Test run actuator on test bench and record any defects.
- Remove and strip Actuator.
- Check all internals.
- Mark worn and broken parts.
- Clean all parts and remove any deposits.
- Replace all parts where necessary. (Obtain approval from Employer with hold points)
- Re- assembles the actuator.
- Fill with lubricants.
- Test run actuator and do a torque check.
- Issue a test certificate.
- Re-spray actuator with recommended colour.
- Transport to site.
- Fit and assist with re-commissioning if required.

Option No. 2 Pre-Shutdown Inspection (In Situ)

- Inspect Actuators before remove from plant for any missing parts, breakages and oil leaks.
- Identify actuator by tagging and hard stamp.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

- Remove covers and check all connections and parts for defects.
- Confirm the type of service required on the actuator.

Option No. 3 On Site Service

- Do a Pre shutdown inspection as per OPTION NO. 2
- Remove Actuator with permission and a permit to work.
- When Actuator bigger than 14.A is to be lifted, this will be done by two persons or more
- Repair actuator in Electrical maintenance workshop according to the require scope of work.
- Replace actuator on plant and assist with re-commissioning.

Activity Schedule

- The activity schedule below shall be used in conjunction with the works information and drawings.
- The activities in the schedule below are just principal group activities. The Contractor shall compile the activity schedule from the works information, standards and drawings issued by the Employer.
- The Contractor shall give a breakdown of the cost submitted.
- For spares price list and option schedule please see attached XL Spreadsheet

B) Rendering a Training service for Lethabo personnel on Siemens and Rotork Actuators

Should the need arise for people to be trained in a training course for basic maintenance and first line fault finding, the price should be quoted per delegate including all learning material excluding accommodation and traveling. This training will be held at the Suppliers premises for access to the training equipment.

All courses will be of a high standard accompanied by an official certificate of attendance.

The same procedure for quote will be applied should it be necessary to provide training at the Customer's premises. Traveling of the Instructor/Technician must be quoted on a separate line.

	3 Day course	5 Day course	On site Training per day for ad hog training
On site training charges by instructor			
Price per candidate/course @ Lethabo			
Price per candidate/course @ Supplier			N/A

C) To provide a specialized Maintenance and Technical backup service on an as and when required base as per scope of work for electrical and instrumentation maintenance (on site repairs) including the Lethabo Test rig

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

The Supplier will be expected to have a standby service 24/7 available for assistance to Lethabo on all Siemens and Rotork type equipment. (electrical & Control and Instrumentation)

The Supplier must quote on a call out charge per hour @ normal working time and After-hours time. Traveling and standing times will be charged. All spares used for the repairs to the equipment will be charged as per contract prices for spares stipulated in the price list.

During Outages the Supplier will be requested to have a person available to assist with commissioning and light up of the Unit.

Call out fee	Normal rate/hr	After hour rate/hr	Traveling /KM	Standing Time/hr
Technician				
Assistant				

D) To provide technical personnel on a 24 hrs bases for installation and commissioning of Rotork and Siemens Actuators as and when required on site

The Supplier will be expected to have technical personnel available to Lethabo for assistance on installing and fault finding on Siemens and Rotork type equipment. (electrical & Control and Instrumentation). All necessary labour for installation work, wiring on the equipment itself, stroke checking, commissioning. Spares are included and will be charged as per contract prices for the various items separately.

Under normal conditions this work will be pre planned and arranged for by both parties. Due to the urgency of some plants under breakdown situations it will be expected from the Supplier to make his standby personnel available for assistance in such cases.

During Outages the Supplier will be requested to have a person available on Lethabo site to assist with commissioning and light up of the Unit.

All charges will be as per schedule for call out, normal and after hour's rates including traveling and possible standing time.

Call out fee	Normal rate/hr	After hour rate/hr	Traveling /KM	Standing Time/hr
Technician				
Assistant				

Mandatory work

- Collection from Lethabo power station.
- Removing of actuator from the plant.
- Disassembly
- Cleaning

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

- Mechanical and electrical component inspection/assessment (Issue SOW)
- Assembly
- Final inspection and testing
- Painting
- Delivery to Lethabo power station

Mandatory replacements

- Swing lever only
- Seals where applicable
- Grease in actuator
- All broken parts

Initial cleaning

- Actuators shall be solvent or abrasive blast cleaned, prior to disassembly. Care shall be exercised to ensure that the machine faces are not damaged.

Actuator disassembly

- Actuators shall be disassembled in accordance with the requirements of the OEM's manuals.
- Cleaning prior to inspection/assessment
- All scale; rust, paint and old protective coatings shall be removed by solvent or abrasive blasting.
- Machined surfaces and areas vulnerable to damage shall be protected prior to abrasive blasting.

Drilled and tapped holes

- Defective drilled and tapped holes shall be plug welded and reworked to the OEM requirements.
- Defective drilled and tapped holes may be enlarged to the next largest hole diameter provided the practice is not detrimental to the operation of the actuator.

Casings and housings

- Casing and housing sizes shall be checked for visible damage.
- Casings and housings, which are worn outside the OEM specification requirements, shall be replaced with new components.

Electrical

- On all newly electrical parts and motors replaced by new units an OEM guarantee will be given.
- Should a motor be opted by the employer to be rewind, such a motor will be repaired outside the contract with no guarantee by the Repairer on said motor.
- Cable insulation should be tested between all conductors.
- The resistance shall not be less than 50M ohm at 1000V when tested between conductors and earth.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

- Where use is made of threaded holes, the bolt or stud shall enter the thread for at least 80% of the length of the threaded hole with the locking washer in position.

Output shafts

- Output shafts, (A.D, ball and key, rising spindle ext) shall be checked for wear or damage and if found to be worn or damaged shall be replaced.

Lifting bracket

- Lifting bracket should be fitted to all actuators form 10KG and bigger If possible, for lifting purposes.
- These actuators will be lifted by two or more persons or by Rigging activities only, for safety purposes of the personnel.

Painting

All exposed metal areas shall be painted to OEM paint specifications

Test and inspection methods

- A prior test will commence to see if unit are functional
- Torque test will be done on all units, and torque must be in range of OEM specification
- Feedback, limits, thermal etc. will be tested to OEM standards
- A test certificate will be given upon delivering units

Constraints on how the Contractor Provides the Works

1. The Supplier will be responsible for the transport of the actuators from site to the Suppliers workshop and from the Suppliers workshop back to site. The Supplier will take full responsibility for the equipment while it is loaded on the transport vehicle and while being transported. It is the responsibility of the Supplier to ensure that the actuators are properly secured to the transport vehicle. Any damages to the equipment while it is loaded/transported on the transport vehicle are for the account of the Supplier.
2. The supplier will first quote Lethabo for the repairs to any actuator/motors before any work will commence.
3. The Supplier is only allowed to repair an actuator should the total repair cost be less than 60% of the cost of a new component to replacing this component. The Lethabo Contract Supervisor must be informed of this and will then have the component scrapped. If the Supplier repair an actuator and the cost accumulates to an amount more than what it would have been to replace the component the Employer would only pay for the replacement cost.
4. Strip and assessment reports with Scope of Work (SOW) for normal repair quotation be issued to Lethabo ASAP within Two (2) days.
5. Contractors should have capacity to execute SOW during breakdowns and outages.
6. Normal response time to be within 24 Hrs when called for normal collecting of actuators and site work to be performed.

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

7. Normal repair time to be within 5 working days after receiving the task order (including the 2 days for strip and quote).
8. Breakdown response time to be within 2Hrs when call for urgent collection of actuators and site work to be performed.
9. Breakdown repair time for any actuator on emergency will not exceed 2 days (48 hrs) after receipt of official order.
10. Urgent repair time for any actuator for overhauling will not exceed 3 days (72 hrs) after receipt of official order, unless agreed otherwise with the Contract Manager.
11. Supplier will be required to comply with Outage turn-around times where repair of Actuators will be required (which will be communicated at the time an Outage SOW (SCOPE OF WORK) is confirmed for execution).
12. A standby service will be available 24Hr/day (24/7) per day for any work covered through the contract.
13. On Units returning to service, a technician shall be available on site for assistance 24/7 for the light up period.
14. Operating conditions must be approved by the Supplier.
15. All operational instructions must be adhered to – including routine maintenance.
16. All safety equipment and protection systems must be always connected and in operation.
17. Only technical staff authorized by the Supplier will be allowed to strip, remove and/or work on any defective parts of the actuator during the guarantee period.
18. If a failure occurs during the guarantee period, the Supplier must be informed immediately, and a technical representative must be on site within 12 hours to assess the cause of failure.
19. Replacement of components which are beyond repair shall be in accordance with the requirements of the OEM unless otherwise approved. A quotation should be sent to the Employer's Representative for approval before parts can be replaced.
20. The Contractor is to ensure that all employees dispatched to Lethabo site has done the safety induction before entering the premises.
21. The contractor is to provide all PPE for his personnel.
22. The Contractor will have all necessary tools available to complete the work safely.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
Contractor:	Service provider contracted for supplying specific service to Eskom, Lethabo Power Station.
Employer:	Eskom, or Eskom Lethabo Power Station
BS:	British Standard
BU:	Business Unit
EMS:	Environmental Management System
ISO:	International Standards Organisation

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KKS:	Kraftwerk Kennzeichen System
LPG:	Liquid Petroleum Gas
NEC:	New Engineering Contract
NPSH:	Net Positive Suction Head
ORHVS	Operating Regulations for High Voltage Systems
PCLF:	Planned Capability Loss Factor
PM:	Plant Maintenance
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
WPS	Welding Procedure Specification
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW:	Scope of Work
STEP:	Station Thermal Efficiency Program
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor

Management strategy and start up.

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
- The Contractor can start work after the Purchase Order has been issued, unless given Instruction by the Service Manager

Management meetings

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

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

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

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

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

Contractor's management, supervision and key people

- As per scope of work
- All staff to be qualified, trained and competent to execute scope of work

Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Documentation control

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

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

Invoicing and payment

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

The Contractor shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

Contract change management

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

The change management process to be followed as per the core clause 16.1. Any verbal instruction/communication must be backed with a written instruction; the use of minutes, letters or emails is accepted. Any communication must go through the *Purchaser's* manager.

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

N/A

Insurance provided by the *Employer*

As per TSC3 Core Clause 86.1.

Training workshops and technology transfer

All contractor personnel to do induction training before entering the Employers site and commencing work.

Design and supply of Equipment

Not applicable.

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

Equipment

N/A

Information and other things

- All Reports / Documents to be compiled, filed, discussed, and handed over to the Employer (will be announced by Employer) and at the end of the service.
- On Completion of contract the Contractors safety file will be hand over to the Service Manager and will be saved for 40 Years after completion / termination of the contract
- Contractor is Responsible to ensure that his Letter of Good standing is always valid as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 Contractor will not be allowed on site if his letter of good standing is not valid
- As per clause 70.2 to provides other things as stated in the Service Information
- The Contractors Health and safety file is to be submitted for approval to the Employer 's Safety Officer before contract commencement and must be kept up to date at all times
- MSDS for handling all chemicals are needed.

Management of work done by Task Order

- A Task Order is the instruction to commence work.
- No work shall commence until Task Order is issued and has been finalised and accepted and signed by both the Employer and Contractor.
- All work will be issued via SAP Maintenance or as per Task /Purchase Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
- Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.

Health and safety, the environment and quality assurance

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.

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

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

SHEQ Policy

Employer's SHEQ Policy

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

Compliance with the SHEQ Policy and applicable regulations is the responsibility of every employee and Contractor.

Contractor SHEQ Policy

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

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

SHE PLAN REQUIREMENTS: -

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

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

3.1.1. Health and Safety Arrangements

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

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

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

Health and safety

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

- SHEQ Policy 32-727
- The Employer's Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Employer's Commercial Process 32-726
- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296
- Live-saving Rules 240-62196227

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- Working at Heights 32-418
- The Employer's Vehicle Safety Specifications 32-345
- Lethabo Contractor SHEQ Specifications 14RISK SRM – 084

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

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

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

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

Issue the Contractor with a work stop order or a compliance order should the Employer's 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 the Employer's Safety Officer before contract commencement.

All work stoppages called by the Employer to be adhered to

Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10..Contractor will not be allowed on site if his letter of good standing is not valid

3.1.2 First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the Employer.

All Contractor personnel must have First aid and firefighting training Fire extinguishers to be provided by the Contractor.

3.1.3 Fire Precautions

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

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

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

3.1.4. Security, fire protection and safety

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

3.1.5. Fire protection

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

3.1.6 Safety and incident prevention

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

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

- Incident Management, Corrective & Prevention Action Procedure to be adhered to – 14Risk IM PC- 019

3.1.7. Reporting of accidents

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

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

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

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

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

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

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

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

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

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

3.1.10 Safety Regulations of the Employer

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

STRIP, ASSESS AND REPAIR OF ALL SIEMENS AND ROTORK TYPE ACTUATORS AT LETHABO POWER STATION FOR A FIVE (5) YEAR PERIOD

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

Environmental constraints and management

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

SHE File to be approved by the Environmental Department.

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

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

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

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

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

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

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

Quality assurance requirements

Xx

Procurement

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

People

Minimum requirements of people employed

As per the scope of work

BBBEE and preferencing scheme

As per the SDL&I requirements

Supplier Development Localisation & Industrialisation (SDLI) Obligations

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