



## NEC3 Term Service Contract (TSC3)

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

and [Insert at award stage]  
(Reg No. \_\_\_\_\_)

for **Provision of Maintenance Services for Electrostatic Precipitators during Outages and for Routine Maintenance at Tutuka Power Station for a Period of 60 Months.**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	
<b>Part C2 Pricing Data</b>	
<b>Part C3 Scope of Work</b>	

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**CONTRACT No. [Insert at award stage]**

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PROVISION OF MAINTENANCE AND INSPECTION SERVICES FOR ELECTROSTATIC PRECIPITATORS DURING OUTAGES AND FOR ROUTINE MAINTENANCE AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

## **PART C1: AGREEMENTS & CONTRACT DATA**

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

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PROVISION OF MAINTENANCE AND INSPECTION SERVICES FOR ELECTROSTATIC PRECIPITATORS DURING OUTAGES AND FOR ROUTINE MAINTENANCE AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

# 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:

**Provision of Maintenance Services for Electrostatic Precipitators during Outages and for Routine Maintenance at Tutuka Power Station for a Period of 60 Months.**

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	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:

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

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**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*Eskom Holdings SOC Ltd (reg no: 2002/015527/30)  
Megawatt Park, Maxwell Drive, Sandton, Johannesburg*

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.**

No.	Subject	Details
1		
2		

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

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

**For the tenderer:**

**For the *Employer***

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

*Eskom Holdings SOC Ltd (reg no: 2002/015527/30)  
Megawatt Park, Maxwell Drive, Sandton,  
Johannesburg*

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

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# C1.2 TSC3 Contract Data

## 1 Part one - Data provided by the Employer

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>  <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b>  <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>[•]</b>
	Address	<b>[•]</b>
	Tel	<b>[•]</b>
	Fax	<b>[•]</b>
	e-mail	<b>[•]</b>
11.2(2)	The Affected Property is	<b>Tutuka Power Station</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

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11.2(13)	The <i>service</i> is	<b>The Provision of Maintenance and Inspection services for Electrostatic Precipitators during Outages and for Routine maintenance at Tutuka Power Station for a Period of 5 Years</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Access to Site</b></li> <li>• <b>Exposure to fly ash and inhalation</b></li> <li>• <b>Working at heights and confined spaces</b></li> <li>• <b>Restricted access</b></li> <li>• <b>Delays in outage or shutdown windows</b></li> <li>• <b>Exposure to Electric shock</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Five working days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Two weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>on the 25th day of each successive month for maintenance portion. As and when required during outages</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>60 days.</b>
51.4	The <i>interest rate</i> is	<p><b>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</b></p> <p><b>(ii) the LIBOR rate applicable at the time for</b></p>

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

6	<b>Compensation events</b>	Tasks or scope of work, or appendices or annexures not included in this contract after contract award
7	<b>Use of Equipment Plant and Materials</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer’s</i> risks	None
9	<b>Termination</b>	NEC3 TSC core Termination Clauses will be applied during Termination
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
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	Four weeks.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]

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	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	
	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 of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>																									
X1.1	The <i>base date</i> for indices is	The month prior closing date of this enquiry																								
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>15%</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>100</td> <td colspan="2"></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100		
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<b>X2</b>	<b>Changes in the law</b>	Of the Republic of South Africa becomes compensation event if it happens after contract award																								
<b>X17</b>	<b>Low service damages</b>																									
X17.1	The <i>service level table</i> is in	Annexure A on the 2 <sup>nd</sup> last page of this document																								
<b>X18</b>	<b>Limitation of liability</b>																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																								
X18.2	For any one event, the <i>Contractor's</i>	the amount of the deductibles relevant to the																								

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	liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>3 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**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

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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*.

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.

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**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractors*, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his *SubContractors*, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

**Z8 Notifying compensation events**

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

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

**Z9 Employer’s limitation of liability**

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

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

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

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

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or *SubContractors* or *SubContractor's* employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or *SubContractors* or the *SubContractor's* employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited

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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> 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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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

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**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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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 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.

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## Z14 Asbestos

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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- 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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# C1.2b Contract Data

## Part two - Data provided by the Contractor.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is 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: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

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## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.  (17) The Price for Services Provided to Date is the total of  the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.  (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
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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 21.1 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*:

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

### Maintenance Team Fixed – Normal Time

No.	Description of Resource	Quantity	Unit	Rate
1	Supervisor	1	Hour	R
2	Mechanical Artisan	1	Hour	R
<b>Total Normal Time -Core Crew</b>				R
<b>AD- hoc Resources for Opportunity Breakdown Maintenance Normal Time as and when required</b>				
No.	Description of Resource	Quantity	Unit of Measure	Rate
3	Boilermaker	1	Hour	R
4	Welder (B- Class)	1	Hour	R
5	Semi-skilled Employee	1	Hour	R
6	Safety Officer	1	Hour	R
7	Planner	1	Hour	R
8	Electrician	1	Hour	R
<b>Total Normal Time Adhoc Resources as and when required</b>				R
<b>Core Crew Normal and Saturdays Overtime @1.5</b>				
No.	Description of Resource	Quantity	Unit	Rate
9	Supervisor	1	Hour	R
10	Mechanical Artisan	1	Hour	R
<b>Total Normal and Saturdays OT @ 1.5</b>				R
<b>Adhoc resources Normal and Saturday As and when required @ 1.5</b>				
No.	Description of Resource	Quantity	Unit of Measure	Rate
11	Boilermaker	1	Hour	R

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12	Welder (B- Class)	1	Hour	R
13	Semi-skilled Employee	1	Hour	R
14	Safety Officer	1	Hour	R
15	Planner	1	Hour	R
16	Electrician	1	Hour	R
<b>Total Adhoc Resources as and when required Normal and Saturdays OT @ 1.5</b>				R
<b>Core Crew Public Holidays and Sundays OT @ 2</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>
17	Supervisor	1	Hour	R
18	Mechanical Artisan	1	Hour	R
<b>Total Core Sundays and Public Holidays @ 2</b>				R
<b>Adhoc Resources Sundays and Public Holidays OT @ 2</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>
19	Boilermaker	1	Hour	R
20	Welder (B- Class)	1	Hour	R
21	Semi-skilled Employee	1	Hour	R
22	Safety Officer	1	Hour	R
23	Planner	1	Hour	R
24	Electrician	1	Hour	R
<b>Total Adhoc resources Sundays and Public Holidays @ 2</b>				R
<b>Yearly Costs</b>				
25	PPE	29	Per year	R

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26	Medicals	29	Per year	R
<b>Total Costs per year</b>				R
<b>Once off</b>				
27	Safety File	1	Once Off	R
28	Site Establishment	1	Once off	R
<b>Total Once Off</b>				R
<b>Monthly Costs</b>				
29	1 x LDV single cab@ 70km per day - 30 days (Core Crew)	1	Km	R
30	Transport h-w-h per day (2 x 14 seaters) for "as and when required crew"	2	Per day	R
31	1 x LDV single cab @70 km per day (as and when required)	1	Km	R
<b>Total Monthly Costs</b>				R

**Outage Team – Normal Time**

No.	Description of Resource	Quantity	Unit of Measure	Rate
1	Supervisor	1	Hour	R
2	Mechanical Artisan	1	Hour	R
2	Boilermaker	1	Hour	R
3	Welder	1	Hour	R
4	Semi-skilled Employee	1	Hour	R
5	Safety Officer	1	Hour	R
6	Planner	1	Hour	R

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<b>Total Outage Crew Normal Time</b>				<b>R</b>
<b>Outage Crew Normal and Saturdays OT @ 1.5 as and when required</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>
7	Supervisor	1	Hour	R
8	Mechanical Artisan	1	Hour	R
8	Boilermaker	1	Hour	R
9	Welder	1	Hour	R
10	Semi-skilled Employee	1	Hour	R
11	Safety Officer	1	Hour	R
12	Planner	1	Hour	R
<b>Total Outage Crew Normal and Saturdays OT</b>				<b>R</b>
<b>Outage Crew Sundays and Public Holidays @ 2</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>
13	Supervisor	1	Hour	R
14	Boilermaker	1	Hour	R
15	Welder	1	Hour	R
16	Semi-skilled Employee	1	Hour	R
17	Safety Officer	1	Hour	R
18	Planner	1	Hour	R
<b>Total Outage Crew Sundays and Public Holidays@ 2</b>				<b>R</b>
<b>Yearly Costs</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>

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19	PPE per person	1	Per year	R
20	Medicals per person	1	Per year	R
<b>Total Yearly Costs</b>				R
<b>Once off Costs</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>
21	Site De-establishment	1	Once off	R
<b>Total Once off</b>				R
<b>Monthly Costs</b>				
<b>No.</b>	<b>Description of Resource</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Rate</b>
	Transport h-w-h per day	1	Per day	R
23	1 x LDV @ 70km per day 30 days	1	Km	R
<b>Total Monthly costs</b>				R

**Note:**

- Tenderers to put rates only no totalling of prices
- Prices will be fixed and firm for the 1<sup>st</sup> year. CPA will be applicable from 16 months after tender closure date, using SEIFSA table with base date prior the closing month of the enquiry. 15% will be fixed for the duration of the contract.
- CPA proportions to be submitted with Tender returnables. Failure to submit CPA proportions prices will be fixed and firm for the whole duration of the contract.
-

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## PART 3: SCOPE OF WORK

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

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## 1 Description of the service

### 1.1 Executive Overview

The scope covers all 6 units at Tutuka Power station which is the maintenance of the ESP during outage and normal maintenance. The scope of work entails inspections of the ESP plant, providing inspection reports, repair and/or replacement of the components within the ESP plant and commissioning during maintenance and outages (Planned and unplanned outages) at Tutuka Power Station for a period of 60 months (5 years). The maintenance scope of work also includes carrying out of scheduled- based maintenance (PM's) with the explicit objective of preventing functional plant and/or component failures. The contract duration will be for 60 months (5 years) covering Units 1 to 6 ESPs.

#### Purpose

The purpose of this report is to give a guideline for the procurement of service in the maintenance of the ESP for Tutuka Power Station. This Guideline entails a comprehensive Scope of Work for execution in the Flue

Gas Cleaning Plant i.e. Electrostatic Precipitators (ESPs) and which if executed as per the specification and requirements stipulated herein will keep the utility operating optimally, beyond or within the performance required to maintain the Particulate Emissions below the limit of 100 mg/Nm<sup>3</sup>.

### 1.2 Employer's requirements for the service

#### 1.2.1 Scope of Work

#### 1.2.2 Technical requirements (scope)

The scope will include inspections, repairs/refurbish and or replacement to the following:

- a) Distribution screens and guide vanes
- b) Casing
- c) Access doors
- d) Penthouse/Insulator Cubicle
- e) Poking rods / Agitating chains
- f) Collector Electrodes (CE)
- g) Collector electrode Rapper bars
- h) Collector electrode Rapper Hammers and systems
- i) Collector electrode rapper shaft and shaft bearing
- j) Collector electrode rapper gearbox
- k) Discharge Electrodes (DE)
- l) Discharge electrodes Rapper Hammers and systems

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- m) Discharge electrodes rapper shaft and shaft bearing
- n) Discharge electrodes rapper gearbox
- o) Discharge electrodes rapper Cam release unit
- p) Discharge electrodes Rapper Anvils
- q) Hopper Slide Gates
- r) ESP internal washing

### **During Outages**

- The *Service Manager* or *Employer* supervisor will inform *Contractor* of outage dates.
- The preliminary outage program will be forwarded to *Contractor*.
- The *Service Manager* or *Employer* supervisor will forward any changes of the Outage program.
- *Contractor* will submit a preliminary plan for servicing equipment to the *Service Manager* and the *Employer* supervisor according to the Outage plan of the client, no later than two weeks or as specified in terms of the outage requirements.
- Task Order will be given to *Contractor* before Outage starts and *Contractor* will provide *Service Manager* with daily feedback of progress done.
- Inspections: a formal inspection report should be submitted by the *Contractor*, to the *Employer*, for discussion before work can commence.

### **Special Requests**

- Risk assessments must be completed before each task.
- Eskom Lifesaving rules to be adhered to at all times.
- Eskom safety meetings and regulations to be adhered to.
- The *Contractor* will comply within Eskom QC Standard's.
- Will comply within Eskom (WWM) work week management system.
- The *Contractor's* Supervisor will be authorized in Eskom (PSR) Plant Safety Regulations as an Authorised Supervisor within 2 months of the contract award.
- Good housekeeping to be maintained at all times (no PTW will be cleared without housekeeping inspection)
- All telephone accounts on *Contractor's* account
- All cabins and LV equipment will comply within the Eskom standard's (COC)
- Site conditions will be according to the Eskom and Safety regulations standard's
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be used
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to make use of Eskom ablution facilities
- *Contractor* to provide own cabins and Employer to provide space.
- Transport to be provided by *Contractor* and included in cost
- Eskom transport procedures to be adhered to
- Safety (Zero harm policy)
- CIDB Certificate must be valid at all times if required
- PPE to be provided by *Contractor* for *Contractor* Employees and must comply with Eskom requirements.
- All *Contractor* staff to be trained and competent to work on heights and certificates to be handed in to the *Service Manager* within two months of contract award.
- All *Contractor* staff to be trained and competent to work in confined spaces and certificates to be handed in to the *Service Manager* within two months of contract award.
- Technical Specification Guideline 240-95692905 for Maintenance Strategy on ESP AND SO3 Plants to be followed at all times
- All welding to be done accordance to Eskom welding requirements

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### Spares

- The spares are purchased by Tutuka,
- All spares will be provided by the Employer, and the normal procurement procedure will be used
- All Consumables will be provided by *Contractor*
- The *Contractor* will transport and convey all spares from Stores to the plant and remove all used / scrap from plant to stores or designated area or otherwise requested by the Employer on an as and when required basis.

### General

- ALL personnel will be available for the following normal working hours:

Monday to Thursday 07:00-16:15

Friday's 07:00-12:00

Outages 07:00-19 pm (weekdays).

- Call outs for breakdowns or shutdowns are on an as and when required basis.
- Maintenance required during outages.
- All PPE to be provided by *Contractor* including arc flash PPE and acid retardant PPE
- All artisans and supervisor must be authorised to take permits within the first 6 months of contract in terms of Plant Safety Regulations (PSR).
- Working hours is Eskom working time,
- All extra traveling requested by Eskom will be on Eskom's account
- Daily time sheet must be kept up to date, reflecting all work performed on a daily basis. Eskom
- *Contractors* time sheets to be used
- Attendance of meetings as and when required by Eskom
- Eskom Safety requirements, safety meeting and regulations to be adhered to.
- All Documentation required must be returned with the tender document
- All equipment calibrated and kept in good working order. Relevant Certificates must be handed over to the *Service Manager*
- If the *Contractor* replaces personnel under the *Contractors* control, it must be Approved by the *Service Manager*
- Minimum tools and equipment is an artisan toolbox.
- All new staff to be appointed in writing.
- All new staff to do induction training
- All new staff to be approved by *Service Manager* before entering the site or commencing work
- All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- When changing personnel a new access to work form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange and approved by with *Service Manager*
- All overtime worked must comply with Eskom overtime policy requirements.
- For planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in an approved by the *Service Manager* and Maintenance Manager.

### **Activities**

#### Part 1

- QCP's are compulsory for all the activities performed during opportunity maintenance and must be signed by the engineer, QC personnel and maintenance personnel
- The scope of work provides for mechanical maintenance on the electro-static precipitators for six units during opportunity maintenance (planned and unplanned shutdowns) as and when required. The mechanical work involves inspection to identify defects, any repairs and replacements including welding work, renewing packing on access and inspection doors, resetting cam release stroke to correct specification, lubricating, replacing defective gears and bearings on reduction gearboxes,

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realignment of wire rapper shafts, plate rapper shafts and anvils, collecting plates replacement, removing broken wires and precipitators washing. Opportunity maintenance also includes interim outage and major general outage.

- Tasks will be done on an “as and when required” basis.
- *Contractor* Supervisor must be authorized as RP (PSR).
- Do inspections and report all defects to the Employers Supervisor and *Service Manager*.
- Maintenance on outages as per outage sow
- *Contractor* to report deviations to *Service Manager* and rectify accordingly.
- *Contractor* staff to be Authorised and found competent in writing to work at heights.

• **Part 2**

This scope of work encompasses comprehensive inspection, repair, refurbishment, and/or replacement of components as listed below within the Unit 1 to 6 ESP plants:

- a) Distribution screens and guide vanes
- b) Casing
- c) Access doors
- d) Penthouse/Insulator Cubicle
- e) Hopper thickness measurement.
- f) Poking rods / Agitating chains
- g) Collector Electrodes (CE)
- h) Collector electrode Rapper bars
- i) Collector electrode Rapper Hammers and systems
- j) Collector electrode rapper shaft and shaft bearing
- k) Collector electrode rapper gearbox
- l) Discharge Electrodes (DE)
- m) Discharge electrodes Rapper Hammers and systems
- n) Discharge electrodes rapper shaft and shaft bearing
- o) Discharge electrodes rapper gearbox
- p) Discharge electrodes rapper Cam release unit
- q) Discharge electrodes Rapper Anvils
- r) Hopper Slide Gates
- s) ESP internal washing

**1.3 Interpretation and terminology**

<b>Abbreviation</b>	<b>Description</b>
AEL	Atmospheric Emission Licence
CE	Collecting Electrode
CPA	Cost Price Adjustment
DE	Discharge Electrode
ESP	Electrostatic Precipitator
ISO	International organization for standardization
MPI	Magnetic Particle Inspection
NCR	Non-Compliance Report
NDT/E	Non-Destructive Testing/Examination
OEM	Original Equipment Manufacturer
OSH	Occupational Safety and Health

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PPE	Personal Protective Equipment
PSR	Plant Safety Regulations
QCP	Quality Control Plan
QIP	Quality Inspection Plant
SHEQ	Safety, Health, Environmental and Quality
SOW	Scope of Work
WPQR	Welder Performance Qualification Record
WPS	Welding Specification Procedure
WWM	Work Week Management

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

The *Contractor* must detail below a plan which stipulates how he intends on performing the *service* throughout the *service* period, as required by clause 21.1.

### 2.2 Management meetings

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

Name	Frequency	Attendance by relevant <i>Employer's</i> personnel:	Attendance by relevant <i>Contractor's</i> personnel:
Contract kick-off	Once off	<i>Service Manager</i> , Plant supervisor / manager and/or other necessary representatives.	Site supervisor and/or other necessary representatives.
Outage meeting	Daily during outages	<i>Service Manager</i> , Plant supervisor and technical representative.	<i>Contractor</i> , Site supervisor
Safety Incidents	For each occurrence	Safety Representative, <i>Service Manager</i> and Plant supervisor and others involved.	Site supervisor, <i>Contractor</i> and Site supervisor and others involved.
Section Meeting	Daily	Departmental Supervisor, artisans, technicians, labourers, and others involved.	Site supervisor
Planning and Prioritization meeting	weekly	Contract Supervisor, planning Supervisor	Site Supervisor
Outage meeting	Daily during outages	Contract Supervisor, planning Supervisor and others involved	Site Supervisor
Departmental Safety meeting	Monthly	Departmental line Manager	All <i>Contractor</i> personnel
<i>Contractor</i> Safety meeting	Monthly	Departmental line Manager	Site Supervisor

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Assessments Meeting	Monthly	<i>Service Manager</i> and supervisor,	<i>Contractor</i> , Site supervisor
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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 minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

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

**Routine Maintenance: Core Crew**

For routine plant maintenance, the *Contractor* shall provide the following trained, qualified, and competent key resources:

- 1 x Supervisor
- 1 x Mechanical Artisan

Ad-hoc Resources for Opportunity/ Breakdown Maintenance

- 3 X Boilermakers
- 4 X Welders (B-Class)
- 16 X Semi-skilled
- 1 X Safety Officer
- 1 X Electrician
- 1 X Planner

**Maintenance During Outages**

As and when required during outages, the *Contractor* shall provide the following trained, qualified, and competent key resources:

- 1 x Supervisor.
- 4 x Artisan Fitters
- 4 x Boiler Maker.
- 4 x Welder.
- 22 x Semi-skilled employees (NB: Only for ESP internal washing when required).
- 1 x Safety.
- 1 x Planner.

**2.4 Provision of bonds and guarantees.**

Not Applicable

**2.5 Documentation control**

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The *Contractor* to ensure that all documentation relating to this contract is filed and kept on site for viewing by the *Service Manager* at any time. The *Contractor* must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the *Service Manager* at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the *Service Manager*.

Any required service will be communicated to the *Contractor* via a Task Order.

The *Employer* will periodically request detailed reports from the *Contractor* regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

Monthly and weekly reports to be discussed, compiled and handed in to the *Employer's* Supervisor and *Service Manager* (to be announced by the *Employer*).

### **Report Writing**

The *Contractor* must provide the supervisor and the *Service Manager* with the following information:

- It must state the work done on the relevant equipment serviced or repaired during a breakdown.
- Include a summary of condition of plant.
- Any recommendations (if applicable)

Writing is in the Language of this contract.

Communications must be printed and filed in the *Service Managers* file.

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.

## **2.6 Invoicing and payment**

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

The *Contractor* shall include on each invoice the following information:

- a) Name and address of the *Contractor* and the *Service Manager*.
- b) The contract number and title.
- c) *Contractor's* VAT registration number.
- d) The *Employer's* VAT registration number 4740101508.
- e) Description of service provided for each item invoiced based on the Price List.
- f) Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- g) Date of Invoice
- h) Date of delivery of Service
- i) Invoice Number
- j) Task Order Number
- k) GR Number
- l) Purchase order number
- m) CPA calculation sheet
- n) CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per the Employer Invoicing procedure / instruction.

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- o) Invoices and a Copy of the Assessment with a Service Entry number to be send to the financial department as per the Employer's Invoicing procedure / instruction.
- p) Invoices should be broken down into items of price list.
- q) An assessment is jointly completed by the *Service Manager* and the *Contractor* and are in an agreement of at least the following:

## 2.7 Contract change management.

- a) Templates in terms of NEC3 as prepared by the *Service Manager* for *payment* certificates, early warnings and defect notifications can only be used in this contract.
- b) The *Contractor* shall request this form from the *Service Manager*.
- c) Where the *Contractor* does Name Changes, Mergers, Acquisitions, and Cessions the
- d) *Employer's* procedure must be followed. (Eskom Procurement and Supply Management
- e) Procedure)
- f) In a case where one *Contractor* takes over from another *Contractor*, the Site *Service Manager* must be notified in writing immediately.
- g) The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person *without the written consent of the Employer*.

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

All records as required to back up any defined costs must be kept on file by the *Contractor* and be made available when requested by the *Service Manager*.

## 2.9 Insurance provided by the Employer.

Refer to Clause Z12

## 2.10 Training workshops and technology transfer

- a) The *Contractor* shall provide training for personnel at dates as agreed upon by the *Contractor* and the *Service Manager*.
- b) All SHEQ training to be risk based and in accordance with the Employer's Procedures and National Regulations
- c) The *Contractor* shall ensure that the employees are adequately to execute the services required in this contract.
- d) All *Contractor* personnel to do Induction Training before entering site and commencing with work
- e) Minimum safety requirements for access is HIRA training

## 2.11 Design and supply of Equipment

- a) In the case of modification, Eskom modification process must be followed
- b) The *Contractor* to provide all tools and equipment necessary to perform the required service
- c) The *Contractor* takes full liability for the use of all equipment in the execution of *Services* for this contract.
- d) All equipment and tools need to be marked and a list off all tools with the identification number to be provided to the *Service Manager* when entering site.
- e) All lost equipment and tools to be declared to the *Service Manager* and full details of incident.
- f) The *Contractor* to supply its own rigging equipment up to 5 Tons
- g) All test Equipment must be calibrated regularly and certificates must be handed in to *Service Manager*

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

### 2.12.1 Equipment

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None

### 2.12.2 Information and other things

- a) All Reports / Documents to be compiled, filed, discussed and handed over to the *Employer* on a weekly basis (the day in the week to be announced by *Employer*) and at the end of the service.
- b) 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.
- c) *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.
- d) As per clause 70.2 to provides other things as stated in the Service Information.
- e) 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.
- f) All PMs to be signed and handed back to the *Service Manager* daily.

### 2.13 Management of work done by Task Order

- a) A Task Order is the instruction to commence work.
- b) No work shall commence until Task order is issued and a Purchase Order number has been finalised and accepted and signed by both the Employer and *Contractor*.
- c) Completion certificate to be issued after task on each Task Order is completed and Assessment certificate to be completed.
- d) Task orders, Assessments with all supporting documentation and Completion Certificates will be used for work required.
- e) All work will be issued via SAP Maintenance or as per Task order system.

## 3 Health and safety, the environment and quality assurance

### 3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the SHE Specification 14RISK SRM-084.

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

#### SHEQ Policy

##### Eskom SHEQ Policy

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

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

##### Contractor SHEQ Policy

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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: -**

- a) Principal *Contractors* shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- b) 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.
- c) 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 Tutuka Power Station. Arrangements are made with Safety Risk Management, by the *Contractor*.

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

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

#### **Health and safety**

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

- a) SHEQ Policy 32-727
- b) *Contractor* Health and Safety Requirements 32-136
- c) Integrated SHE Organization, Roles and Responsibilities and Statutory Appointments 32- 296
- d) Live-saving Rules 240-62196227
- e) Working at Heights 32-418
- f) The *Employer's* Vehicle Safety Specifications 32-345
- g) Scope Specific *Contractor* SHEQ Specifications

#### **Site Regulations and Procedures**

The latest revision Tutuka Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

PROVISION OF MAINTENANCE SERVICES FOR ELECTROSTATIC PRECIPITATORS DURING OUTAGES AND FOR ROUTINE MAINTENANCE AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

“Standard for health and safety at Tutuka Power Station - requirements to be met by *Contractors*”.

### **Vehicle and driver safety**

All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

### **Speed Limit**

All vehicles must be driven with due consideration for personnel and property. All speed limits will be adhered to on the premises at all times.

### **Transportation of passengers: open LDV's:**

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

### **The *Employer's* Life Saving Rules:**

Six Life Saving Rules have been developed that will apply to all the *Employer's* employees, agents, Consultants and *Contractors*.

- a) Rule 1: Open, Isolate, test, earth, and create an equipotential zone before
- b) Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- c) Rule 3: Buckle up – no person may drive any vehicle for the *Employer's* business and/or on the *Employer's* premises: unless the driver and all passengers are wearing seat belts.

The *Employer* takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in a vehicle for the *Employer's* Business and / or on the *Employer's* premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating your obligation to perform work in terms of your contract with the *Employer*.

All occupants must wear their safety belts properly and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- d) Rule 4: Be sober (no person is allowed to work under the influence of drugs and Alcohol.
- e) Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.
- f) Ensure Safe Live Working

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

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

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

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

PROVISION OF MAINTENANCE SERVICES FOR ELECTROSTATIC PRECIPITATORS DURING OUTAGES AND FOR ROUTINE MAINTENANCE AT TUTUKA POWER STATION FOR A PERIOD OF 60 MONTHS.

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

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

The *Contractors* Health and safety file is to be submitted for approval to the *Employers* 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 the 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*, But the *Contractor* is responsible to provide its own fire extinguisher for their own cabins.

All *Contractor* personnel must have First aid and firefighting training.

### **3.1.3 Fire Precautions**

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

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

Firefighting equipment must remain accessible at all times.

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

### **3.1.4 Security, fire protection and safety**

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

### **3.1.5 Fire protection**

Ensure that the *Contractor* trains and appoints a fire warden.

The provision of the *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**

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

Incident Management Procedure to be adhered to – 32-95

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### 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. Please note: All incidents must be investigated and closed within 10 days.

**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:

- a) Supply the *Employer's* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- b) 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:

- a) perform safety audits at the *Contractor's* premises, its workplace and its employees.
- b) 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.
- c) 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
- The *Employer* makes available to the *Contractor*, on request, a copy of the latest revision of the Plant Safety Regulations.

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### 3.1.11 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install fixed barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The Employer will supply scaffolding if not stated differently in the Works Information. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Service Manager* should be notified of any adjustments.)

- a) The *Contractor* is responsible for supplying his or her own barricading or scaffolding, which must comply with the construction regulations.
- b) Only solid barricading may be used.
- c) The *Contractor* shall ensure that scaffolding when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act. SABS 085, SABS 1808 and SABS 1093.
- d) The *Contractors* shall ensure all scaffolding work operations are carried out under supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

### 3.2 Environmental constraints and management

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

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

It is made known to the *Contractor's* that the Power Station is situated in an environmentally sensitive area.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1998.

### 3.3 Quality assurance requirements

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

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to the *Service Manager*. The *Contractor*, in conjunction with Tutuka Engineering must sign off all Quality Control documents after completing all work on site. The *Contractor* to submit a

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copy of the final signed off document to the *Service Manager* within 1 week after Completion of each activity or task

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

#### Information in the quality plan

- (a) The *Contractor* shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001 compliant or provide Quality Policy and Method statement or Contract Quality Plan
- (b) The *Contractor* agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof;
- (c) The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
- (d) The Employer shall have the right to conduct surveys and perform surveillance of the *Contractor's* facilities to
- (e) The Employer reserves the right to inspect any or all of the work. Verification by the Employer shall not absolve the *Contractor* of the responsibility to provide acceptable services, nor shall it preclude subsequent rejection by
- (f) The services must comply with the agreed specifications and the applicable directives set out in the agreement. Defects notified by The Employer shall be remedied by the *Contractor* upon demand by Eskom without undue delay and at no extra cost. The *Contractor* shall continuously monitor and identify non-conformances, relating to the scope of work, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
- (g) The *Contractor* shall further identify potential problems before they occur by identifying deviations in patterns or trends in service or process performance.
- (h) Nothing contained in the Contract shall relieve in any way the *Contractor* from the obligation of Quality control thereof.
- (i) The *Contractor* guarantees that the quantity, Quality and outward appearance of the delivered services will comply with the requirements of the contract and/or relevant specifications.
- (j) The *Contractor* shall prove its ability, on request, to relate to the proposed scope of work which establishes the manner in which the *Contractor* intends to perform the Contract.
- (k) The *Contractor* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
- (l) The Employer reserves the right to assess and measure, in the selection process, the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all *Contractor* to confirm the Quality evaluation

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed.

- a) All of the *Contractor's* staff must to be able to communicate in English.
- b) All of the *Contractor's* staff must have the necessary qualifications to execute the designated functions.
- c) All of the *Contractor's* staff who are not South African citizens, must have valid work permits.
- d) Supervisor must be qualified and have proof of qualifications.
- e) All relevant personnel names and titles must be specified to the *Service Manager*.
- f) All new staff to be appointed in writing.
- g) All new staff to do induction training.

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- h) All new staff to be approved by *the Service Manager* before entering the site or commencing work.
- i) All new staff must hand in all qualifications and relevant documentation to the *Service Manager*
- j) When changing personnel, a new access to work form to be completed by the *Contractor*.
- k) Only required specified approved amount of personnel to be allowed on site, pre-arranged with *Service Manager*.
- l) All *Contractors* personnel specified in this contract as per 4.3 to be on site at all times, otherwise replacement of same skill required.
- m) *Contractor* to provide a monthly scheduled leave plan for his employees to the *Service Manager*.
- n) *Contractor's* leave to be planned and discussed with *Service Manager* before such permission will be allowed by *Service Manager*
- o) If *Contractor* employee for any reason becomes unfit to perform His or Her normal duties a replacement of same skill is required.
- p) *Leave can be rejected by the Service Manager depending on Business needs.*
- q) *If any Contractor employee is dismissed or resigns must be replaced within 10 working days.*
- r) *Contract Staff are not allowed to work on any other contract or site.*
- s) *All replacements of staff will be in the same discipline (eg. an artisan to be replaced with an artisan with proof of qualifications)*
- t) *Do monthly inspections and report al defects to the supervisor.*
- u) *Contractor to comply with the minimum leave requirements as per Occupational Health and Safety Act*
- v) Experience / Knowledge must have qualification / certificate / reference of where and when this was gained

**Minimum qualifications requirements of Contractor’s Key people**

- All *Contractor* staff to be trained and competent to work on heights and proof of training certificates to be handed in to the *Service Manager*.

**4.1.2 BBBEE and preferencing scheme**

As per clause Z3 within contract data

**4.1.3 Procurement Requirements:**

The percentage (%) that is allocated to:

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

**4.2 Subcontracting**

**4.2.1 Preferred subContractors**

Not applicable

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

Assessments and documentations including agreements between Main Contractor and subContractor to be submitted.

**4.2.3 Limitations on subcontracting**

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Only 30% of subcontracting will be allowed and must be agreed by *Service Manager* and as per SDL&I recommendations.

Eskom Proposal	<i>Contractor's Proposal</i>
30% Subcontracting	

**4.2.4 Attendance on subContractors**

Attendance on subContractors should be managed and monitored by the main *Contractor*

**4.3 Plant and Materials**

**4.3.1 Specifications**

- a) Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing on plant.
- b) Risk Assessment to be completed and current.
- c) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work.
- d) The *Contractor* will be responsible for the safeguarding, care and security of all item's whist in the *Contractors* custody and control, until Completion of the whole of the works.
- e) Hold and witness points must be attended and witness all intervention points as per approved QCP as per activity.
- f) The *Contractor* is responsible for the transportation of equipment and other material.
- g) The *Contractor* is not allowed to use any equipment, materials or spares for private usage or on other Eskom sites.
- h) Work and QC to be carried out according to all Eskom regulations and procedures
- i) Check sheets to be updated, signed and handed in to the Eskom Supervisor

**4.3.2 Correction of defects**

- a) All work to be done must be done under a permit to work. Some plants are trip risks and can only be worked on during outages or units shutdowns.
- b) All defected spares to be replaced with the permission of the *Service Manager*/Eskom Supervisor.
- c) All rework to be attended to within 24 hours and will be against the *Contractors* costs
- d) As per inspection check list provided by the *Employer* (GGP 1045 page 33-35; GGP 1046 page 33-35).
- e) Where applicable: - All plant spares and materials to be inspected (Quality Checked) before installing at plant.
- f) Risk Assessment to be completed
- g) Hold and witness points and all intervention points as per approved QCP as per activity must be attended
- h) No repairs will be done before QCP has been approved by welding administrator
- i) *Contractor* must be "trained and authorised" with the necessary PPE, equipment, tools, skilled to handle any equipment, spares, tools and materials related to the scope of work
- j) All repairs to be inspected Employer delegated person

**4.3.3 Contractor's procurement of Plant and Materials**

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- a) Purchasing of spares, equipment or materials will go through the Eskom procurement process.
- b) The *Contractor* will supply its own consumables.

#### 4.3.4 Tests and inspections before delivery

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

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

- a) The *Employer* will issue all plant related spares and materials as negotiated
- b) All spares needed from stores must be collected by *Contractor* and taken to required plant
- c) All faulty rotatable items to be taken to stores with necessary documents All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel

## 5 Working on the Affected Property

### 5.1 Employer’s site entry and security control, permits, and site regulations.

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

#### Roads and Vehicles

- a) All vehicles used on site, by the *Contractor* will be compliant with the *Employer’s* Standards.
- b) All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

#### Security

- a) The *Contractor’s* staff will be subject to all security measures, rules and regulations of the *Employer’s* Security Services
- b) Vehicles and staff agree and accept the searching of all staff, bags, briefcases and vehicles.

#### Security / Criminal Clearance Check

- Acceptance of this tender is subject to the condition that both the contracting company’s management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal *Contractor*

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appoints a subContractor, the same provisions and measures will apply to the SubContractor.

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

#### Access to and Departure from the Site

- a) Access to the site will be via the main security gate. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- b) The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- c) All persons entering the Employer's sites are subjected to alcohol testing.

#### Temporary Gate Permits

- a) The Contractor provides the Employer with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the Employer who arranges for all gate permits.
- b) If an employee is no longer in the employ of the Contractor, the Contractor shall notify the Employer in advance, and replacements communicated to the Employer as well, whereby they will have to attend induction as well.
- c) The Contractor ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.
- d) Contractor on site must supply a SAPS clearance certificate to the Employer before contract start and every 12 months thereafter for all Contractor's employees to ensure continued access to site. This will also be handed in to security for Contractor to obtain access permits.
- e) Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal Contractor appoints a subContractor, the same provisions and measures will apply to the subContractor. Acceptance of the tender is also subject to the condition that the Contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.
- f) Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process in order to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- g) Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual was dismissed from Eskom and the reason for such

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dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. A risk analysis of the employee profile indicating whether the employee is a risk to the installation must be completed. Any risk rating allocated above a level III will be deemed unsuitable.

- h) The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees.

### Removal

- a) The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant *the Employer* security forms, and the equipment lists.
- b) If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
- c) The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
- d) If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's* Representative, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

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

- a) Normal working hours is the *Employer's* working hours.
- Monday to Thursday 07:00-16:15  
Friday 07:00-12:00  
Work week = 40 Hrs  
Outages : 07:00-19pm (to be discussed between *Contractor* and *Service Manager* during Kick-Off meeting.
- b) Overtime might be required but must be approved by the *Service Manager*.
- c) All overtime worked must comply with the *Employer's* overtime policy.
- d) Standby is required and will be on an as and when required basis depending on the plant status (Breakdowns)
- e) When on standby need to attend to breakdowns on an as and when required basis.
- f) All standby call out will be done through the Shift Manager.
- g) Toolbox meetings must be performed every morning for normal weekdays and planned overtime.
- h) For all planned overtime a plan must be submitted by the *Contractor* and a request for planned overtime to be handed in and approved by the *Service Manager* before work commence.
- i) Other hours will be determined as per critical path activities during outages / breakdowns
- j) Overtime/Shift work on a as and when required basis, but must be approved by the *Service Manager*
- k) All timesheets to be always logged and signed by *Service Manager*.
- l) Standby / Call-out might be required or on an as and when required basis depending on the plant
- m) Status (Outages / Breakdowns)
- n) The *Contractor* must be available for any plant break downs during after hours, weekends and public holidays. The *Contractor* must be on site after 1 hour after a phone call is made.
- o) All work to be performed will be on an as and when required basis as per *Service Manager* request and as per plant performance
- p) The *Contractor* must be available for any plant break downs during after hours, week- ends and public holidays.

### 5.3 Health and safety facilities on the Affected Property

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The *Contractor* to provide own Emergency preparedness procedure and align to site emergency procedure. In cases of emergency or when these are inadequate, the Employer has the following facilities on site which may be made available to the *Contractor*, however, the Employer is entitled to recover the associated costs from the *Contractor*.

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

#### **First aid centre**

The *Contractor* provides a first aid service to his employees and *Sub-Contractors*. In the case where these prove to be inadequate, like in the event of a serious injury,

- The *Employer's* medical centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* first aid services are only available for serious injuries and life-threatening situations.
- The *Employer* is entitled, however, to recover the costs from the *Contractor* for the use of the above *Employer's* facilities

### **5.4 Environmental controls, fauna & flora**

#### **Environmental management**

- a) Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- b) All *Contractors* shall comply with the *Employer's* environmental management procedures and Environmental legislation.
- c) Environmental incidents shall be reported to the *Employer's* Environmental Department as per incident management requirements.
- d) The following Environmental procedures must be adhered to:
  - 1) 14RISK ENV-0557 Oil spill clean-up and Rehabilitation
  - 2) 14RISK ENV-013 Waste Management

#### **Waste Management**

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

#### **Types and colours of bins used on site:**

- a) Yellow bin for domestic waste
- b) Orange bin for hazardous waste
- c) Maroon bin for scrap
- d) Green box for cartridges
- e) Blue box for recyclable paper

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### **Radiation protection**

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

### **Hazardous Substances**

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

### **Environmental management**

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

### **Handling of waste produced by the Contractor.**

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

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

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

### **Waste from the cleaning and maintenance of equipment**

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

### **Stockpiling of waste**

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

### **Hazardous waste**

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

### **Pest Control**

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

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- b) Only registered pest controllers may apply herbicides on a commercial basis.
- c) Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, and Agricultural Remedies and Stock Remedies Act 36 of 194.

#### **Water Conservation**

- a) Incidents related to water pollution must be reported to the *Employer's* environmental department within 24 hours.
- b) Report / fix leaking taps and pipes to save water.
- c) Use water sparingly.
- d) Chemical substances shall not be disposed of in wastewater or storm water drains.

#### **Air Pollution**

- a) Dust suppression measures must be in place to reduce airborne dust.
- b) Noxious and offensive odours arising from work activities shall be adequately controlled.
- c) Ground Pollution
- d) Measures to prevent or control ground contamination shall be put in place e.g., drip trays, bund walls.

#### **Ground Pollution**

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

### **5.5 Cooperating with and obtaining acceptance of Others.**

#### **Interface with Others**

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

The *Contractor* will cooperate with the *Service Manager*, his delegates and support structures, in matters relating to this contract.

The *Contractor* will cooperate with the management staff of the Affected Property.

The *Contractor* will cooperate with all statutory authorities or inspection agencies.

#### **Planning**

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

#### **Progress report**

A Report will be submitted to the *Service Manager* as and when requested.

#### **Completion**

*Contractor* to submit a completion certificate after each task is complete.

Final completion certificate of contract must submitted at the end of Contract period.

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### **Requirements for Completion.**

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

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

### **Feedback report**

As and when required by the *Service Manager*, the *Contractor* will submit written reports in softcopy for the following:

- a) Execution plan of daily work includes breakdowns, services, and outage work. Resource Utilisation to be indicated as per task item list.
- b) All feedback on overtime work (call out time, duration, reason for call out, work executed and completion time) completed between previous normal shift and current normal Shift must be submitted to *Service Manager* before they leave site.
- c) Hourly work done by each person as per task item list submitted.
- d) Standby crew requirements
- e) Defective plant list with *Employer's* notification number

## **5.6 Records of Contractor's Equipment**

- a) Prior to starting work on the Affected Site, the *Contractor* will compile a list his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the *Contractor* and the *Service Manager*.
- b) Any electrical equipment or appliances used by the *Contractor* must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- c) The *Employer* has the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

## **5.7 Equipment provided by the Employer.**

All of the *Employer's* equipment will be returned to the *Employer* by the *Contractor* upon completion of the task.

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

- Mobile, Overhead cranes, forklifts, air winches and other winches to be provided and operated by the *Employer*
- All rigging equipment over five tons to be provided by the *Employer* and to be used under Eskom Supervision.

## **5.8 Site services and facilities**

### **5.8.1 Provided by the Employer**

- The *Employer* supplies 220 & 380 V AC power supply at existing points for the purpose of the works only

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- The *Employer* supplies portable water for the purpose of the works, at existing points and in reasonable quantities. Uninterrupted supply is not guaranteed and is not grounds for compensation events.
- *Employer* will provide facilities (such as toilets).
- Scaffolding where needed and must be planned 2 days upfront for non-emergent work
- Working space / area
- Gas test and environmental certificate
- PSR training cost will provided on *Employer's cost* on first attempt, should the *Contractor's* employees fail, second attempt will be at *Contractor's* cost.

#### **Accommodation of the *Contractor's* employees**

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

#### **Telecommunications**

- The *Contractor* provides his own communication system and the cost thereof. Cell phones/radios to be used on the ash facility / ash dams / slurry plant where poor reception exists. All private telephone calls or Internet usage is on the account of *Contractor*.
- Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment

#### **Facilities availability**

- *Employer* will provide facilities (such as water, toilets in the plant) and *Contractor's* space for site establishment

#### **5.8.2 Provided by the *Contractor***

- a) For Outage – The *Contractor* must supply own certified rigging equipment's up to 5Tons (Chain blocks, pull lifts, Nylon slings and wire slings and other rigging equipment as required to perform the scope of work)
- b) All certificates of Rigging equipment should be included on the safety file
- c) *Contractor* to provide and ensure safe transportation services for all his *Contractors* employees and it must comply with 32-93 and 33-345 procedures.
- d) Access permits [Refer to procedure: Access Control at Eskom premises (32-1134)]
- e) *Contractor* to provide own (coffee, sugar, milk, tea, etc.)
- f) All computers and printers accessories needed to be provided by the *Contractor* at own cost
- g) All PPE to be provided by *Contractor* and must be SABS approved and of Eskom standards.
- h) Gloves and dusk masks will supply by the *Contractor* at own cost.
- i) Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be inspected daily and logged.
- j) Toolbox for each Artisan in order to perform scope of work at *Contractor's* cost
- k) *Contractor* will provide a Method Statement to explain how the Scope of work for precipitator maintenance, inspection and repairs will be executed, and this must form part of the Tender returnable.
- l) The *Contractor* makes his own arrangements for accommodation and meals.
- m) The *Contractor* provides his own cell phone and the cost thereof.
- n) The *Contractor* will be responsible for all non-Eskom telephone calls, faxes and internet usages.
- o) *Contractor* to provide 2 x (380VAC 63 Amp) 50m extensions. Extensions must be COC certified.
- p) All lifting gear / equipment (such as slings, eyebolts, shackles, snatch block, ratchet level hoists, lifting blocks, chain blocks, turfers, and pull lifts and other equipment's required to perform the scope of work) up to five tons to be provided by the *Contractor*.
- q) *Contractor* to provide barricading for no-entry in works areas.

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- r) The *Contractor* shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Employer against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the *Contractor*.
- s) The *Contractor* shall maintain the equipment in good working order (calibrated) and keep it clean throughout the contract period.

### **Parking Facilities**

No sheltered parking will be supplied.

### **Recruitment of General Labour**

The *Contractor* recruits 100% of all new recruits, of general labour/Semi-Skilled from Standerton local municipality, using the recruitment form provided by the Department of Labour. Contact details and application forms will be provided by the *Service Manager* on request.

In an event that new general labour/Semi-Skilled recruits are not from the defined Standerton municipality, the *Contractor* needs to provide proof that the local municipality could not provide proof of such individual.

The *Contractor* needs to update the *Employer* as well as the Department of Labour, in the event that there is a staff compliment, e.g., Dismissal, resignation, etc.

The *Contractor* submits an updated monthly statistic on the 1st day of each month, using the reporting template that is provided by the *Services Manager*.

Local labour is not to be hired at the Tutuka Power Station Access gates.

### **Housekeeping**

The *Contractor's* Equipment does not impair the operation of the plant or access to the plant.

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

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

### **Personal Protective Equipment**

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

### **Access permits**

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

- Name
- ID Number
- Company
- Validity date

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

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

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

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

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

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

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

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

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

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

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

### **Standby personnel**

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

### **Temporary cabling**

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

## **5.9 Control of noise, dust, water and waste**

The *Contractor* shall comply to the Occupational Health and Safety Act, Act 85 of 1993 and the applicable Regulations relating to noise and dust. The Water Act, Act 54 of 1956 for water and the Waste Act, Act 107 of 1998

Having due regard for local communities and dwellings, the *Contractor* shall restrict any of his operations which result in undue noise disturbance to those communities and dwellings.

The *Contractor* shall take appropriate measures to minimise the generation of dust as a result of his works, operations and activities to the satisfaction of the *Service Manager*.

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The management of waste on site shall be strictly controlled and monitored. Only accepted waste disposal methods shall be allowed.

Littering shall be avoided.

**(a) Domestic waste**

All domestic waste shall be disposed of in an accepted domestic waste disposal site.

**(b) Organic waste**

All organic waste shall be disposed of in an accepted organic waste disposal site.

**(c) Hazardous waste**

All hazardous waste shall be disposed of in an accepted hazardous waste disposal site and a disposal certificate supplied to the *Service Manager*.

**5.10 Hook ups to existing works**

Where required, the *Contractor* shall perform connections and integrations to existing ESP systems and associated equipment to ensure proper operation and continuity of service

**5.10.1 Constraints on how the *Contractor* provides the service**

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary / corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their sub-*Contractors* and suppliers and to ensure that the applicable legal and the *Employer's* requirements (applicable during contract execution) are complied with by the sub-*Contractors* and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and the *Employer's* requirements identified, then the Main Service Provider/Provider/Principal *Contractor* will be penalised.
- d) The *Contractor* shall operate under the direction and instructions of the *Employer's* Manager, or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) *The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.*
- f) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employers* rules, regulations and procedures.
- g) The *Employer* reserves the right to terminate the contract, once 3 non-conformances / PIR are raised against the *Contractor*.
- h) The *Contractor* must submit Curriculum Vitae of its entire staff prior to work commencing on site.
- i) The *Contractor* must submit certified copies of qualifications and or certificates of its entire staff prior to work commencing on site.
- j) All unknown / known services will be brought to the attention of the *Contractor* by *Service Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Service Manager* who will issue instructions as to what actions are to be taken.
- k) The *Employer* carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by the *Employer*.
- l) Care must be taken to prevent damage to any surroundings such as the plant, roads, environment and equipment in and around existing buildings.

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- m) The *Contractor* and his employees will be required to conduct themselves at all times in proper and orderly manner while on the *Employer's* premises.
- n) The *Contractor* and his employees may only smoke in the allowed / designated areas.
- o) The *Employer* will take immediate steps to institute criminal investigations in the event of any suspected criminal acts e.g., theft etc.

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

Minimum qualifications requirements of people employed by the *Contractor* are specified in

Role	Minimum Qualification Requirements	Minimum Related Experience
Site Supervisor	National or (N) Diploma	3 years on Electrostatic Precipitators
Mechanical Artisan Fitter	Fitting Trade Test Certificate	3 years
Artisan Welder	Welder's Trade Test Certificate	3 years
Artisan Boiler Maker	Boilermaker's Trade Test Certificate	3 years
Electrician	Trade Test Certificate Electrical	3 years
Safety officer	National Diploma in safety management with SHE (ISO14001)	3 years
Planner/Scheduler	Technical Trade Test	3 years + Knowledge of MS Project and/or Primavera
Semi-skilled	Grade 10	1 year

### 5.11 Tests and inspections

#### 5.11.1 Description of tests and inspections

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

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

- Not Applicable

## 6 List of drawings

### 6.1 Drawings issued by the Employer.

- All relevant drawings can be obtained from the *Service Manager* or Eskom Supervisor on request.

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## 7 Appendix A: X17 Low Service Damages

### 7.1 Low Services damages table

<b>X17.1 SERVICE LEVEL TABLE</b>				
<b>ITEM</b>	<b>DESCRIPTION OF TASK</b>	<b>QUALITY OF PERFORMANCE</b>	<b>REASON FOR DAMAGES</b>	<b>DAMAGES TO BE IMPLEMENTED</b>
Standby response time	Call outs	Time taken more than 2 Hours after call was logged	Cost and Long breakdown hours	1% of the task order value per call-out
Time management	Late coming	Arriving 30 Minutes after start up time	Unavailability of personnel on time	1% of the task order value per 30 minutes late per individual
Incomplete work or tasks	Tasks or work incomplete as per instruction / plan, without reporting delays or concerns on this regard	Per incident per month	Unavailability of the plant system due to negligence, Failure to return plant to service due to outstanding work	2% of monthly task order value during routine maintenance and outages (For every incident)
SHEQ violation	Non-adherence to safety rules, life savings rules	Violation of SHEQ policy or procedure non-compliance	No of incidents or violations	First offence Disciplinary action; Second offence within same financial year (01 April – 31 March) to be dismissal (and replacement of same skill by Contractor).
PM compliance	PM compliance not meeting 90%	Non-compliance to maintenance index less than 90%	Continuous non-compliance in a period within 6 months	2 % of the assessment value to be deducted NCR to be issued
Statutory work order	Statutory work order violation	Late submission of statutory work exceeding scheduled time	Non-submission or compliance to station	1% of the assessment value
Scheduled Non-Compliance	Compliance below 95%	Late submission not complying to workweek routine management	Non-compliance	0.5% of the assessment value

### 7.2 Annexure B – Risks Register

Risk Register

<b>Description of the risk</b>		<b>Action to avoid or reduce the risk</b>
<b>Risk event</b>	<b>Cause &amp; possible outcome</b>	<b>Action to be taken and who in terms of the contract is responsible for taking it</b>
Equipment failure	Delays to work execution	Regular equipment maintenance; have backup equipment

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Environmental contamination	Environmental contraventions	Ensuring Less Pollution by doing proper precips repairs, maintenance and inspection are done effectively Follow environmental guidelines;
Schedule programme not followed	Delays on repairs	<i>Contractor</i> to submit a programme for repairs/ refurbishment /recondition activities and ensure that it is approved by the <i>Employer or Service Manager</i>
Injury to personnel during Precips washing	Standing time and delays to work completion	Safety training; enforce PPE use; do Baseline risk assessment before any task is executed, follow safe working procedures
Re-work	Poor quality of workmanship	<i>Employer</i> to hold and witness points and <i>Contractor</i> to provide Data book
Delays on Return to Service and Commissioning due to critical path	Outage Slip, Unavailability of Power due to Grid Separation, leading to Load Shedding	<i>Contractor to expedite and plan according to the execution plan and shorten the critical path</i>

**8 Annexure C: Key Performance Indicators: For Process Monitoring of the Performance of the Precips Maintenance Contract at 6 Months Interval**

item	KPA	Objective	Weight	Poor	Good	Excellent
				1-2	3	4-5
1	<b>Task order Programme submission</b>	To ensure programme is submitted on time	15%	Late submission	Submitted on time	Early submission
2	<b>PM and Schedule compliance</b>	To ensure schedules are followed as per programme submitted	30%	Behind schedule less than 90% for PM Compliance and less than 95% for Schedule Compliance	On time	Compliance met as per Maintenance Index
3	<b>QCP's submission</b>	Hold and witness Intervention points	10	No QCP	QCP signed and submitted	QCP approved
4	<b>SHEQ compliance</b>	To ensure <i>Contractor</i> complies to all SHEQ related matters	5%	Non-Compliance	Compliant	Exceeding Expectations

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5	<b>Housekeeping</b>	To ensure <i>Contractor</i> area is clean and housekeeping is always maintained	5%	<b>Non-Compliance</b>	<b>Compliant</b>	<b>Exceeding Expectations</b>
6	<b>Call - out Response</b>	<i>Contractor</i> to respond to call outs within 1 hour	10 %	<b>&gt;than1 hour response</b>	<b>1 hour response</b>	<b>Less than an hour response</b>
7	<b>Technical and SOW Compliance</b>	To ensure that ESP maintenance, repairs and inspection are done effectively and to reduce environmental contraventions	25%	<b>4 NCR issued per year</b>	<b>2 NCR issued per year</b>	<b>0 NCR per year</b>