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 Mechanical Maintenance Service for Coal, Ash, Gypsum and Limestone Plant for a period of 60 months**

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

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

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[1] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**[•]**
	Fax No.	**[•]**
10.1	The *Service Manager* is (name):	**Thami Simelane**
	Address	**Kusile Power Station**
	Tel	**013 680 3132**
	Fax	**N/A**
	e-mail	**SimelaPT@eskom.co.za**

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

11.2(2)	The Affected Property is	**Kusile Power Station**
11.2(13)	The *service* is	**Provision of mechanical maintenance service for Coal, ash, gypsum and limestone plant for a period of 60 months**
11.2(14)	The following matters will be included in the Risk Register	**None**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Two working days**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**Two weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**01 December 2026**
30.1	The *service period* is	**60 months**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**60 Days**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may**

		replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
7	**Use of Equipment Plant and Materials**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. [●]** **2. [●]** **3. [●]**
83.1	The *Employer* provides these insurances from the Insurance Table	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance).**
83.1	The *Employer* provides these additional insurances	**as stated for "Format TSC3" available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx* **(See Annexure A for basic guidance)**
83.1	The *Contractor* provides these additional insurances:	**[●]**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*
83.1	The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of	**[●]**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing	**whatever the *Contractor* deems necessary in**

	the Service for any one event is:	**addition to that provided by the *Employer*.**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..**
9	**Termination**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**2 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**[●]**
	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**[●] South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1	**Price adjustment for inflation**	
X1.1	The *base date* for indices is	**April 2024**
	The proportions used to calculate the Price Adjustment Factor are:	**Component** / **Table Description** / **Weighting** **Fixed** / / **15%** **Labor** / **SEIFSA Table C-3 (A)** / **55%** **Transport** / **SEIFSA Table L-2 (A)** / **5%** **Material** / **Material SEIFSA Table G- 1** / **25%** **100%**
X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X17	**Low service damages**	
X17.1	The *service level table* is in	**Annexure Y**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx*
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date and** • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles in the *Employer*'s assets and works / maintenance policies available on** http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or	**the total of the Prices other than for the additional excluded matters.**

	in connection with this contract, other than the excluded matters, is limited to	**The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**12 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**7 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z11 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the

Contractor notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

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 Ethics

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z4.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

Z5.1 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.

Z5.2 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*.

Z5.3 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.

Z5.4 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*.

Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

Z7.1 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.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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.

Z10 *Employer's* limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer*'s "works" type policy which may be in place for the *Employer*'s portion of the Affected Property concerned or against the *Employer*'s assets policy which may be in place for the *Employer*'s portion of the Affected Property concerned, or both.

2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to **'Format TSC3'** to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.

4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.

5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

   http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_Fro*m_1_April_2014_To_31_March_2015.aspx*

Annexure Y

Criteria	Unit	Target	Penalty 3% of current month assessment	Penalty 5% of current month assessment	Penalty 10% of current month assessment
Slip of Maintenance Program	Days	0	One (1)	Five (5)	Ten (10) & max
Rework after completion of Maintenance Program	Number	0	One (1)	Three (3)	Five (5)
Non-conformance reports (NCR) issued to Contractor/ NCR Response overdue	Number	0	One (1)	Two (2)	Three (3)
SHEQ audit findings	Number	0	One (1)	Two (2)	Three (3)

Penalty percentage is based on the specific Task Order value

Service Manager:	**Contractor Name:**
Signature:	**Signature:**
Date:	**Date:**

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s 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:	

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

Experience:

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

A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (12) The Price List is the *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. 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.

3. Link to the *Contractor*’s plan

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

4. Preparing the *price list*

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

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

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

4.1. 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*

5. Mechanical

ITEM NO.	DESCRIPTION	UNIT	NO. OFF	QTY	RATE	AMOUNT
	ITEM 1					
1	**PRELIMINARIES AND GENERAL**					
1.1.1	**Site Establishment & Facilities**					
1.1.1.1	Site Establishment for: Delivery of 12m Parkhome - Offices (L-12m; W-3m) (2 Off)	Once Off	2,00	1,00		
1.1.1.2	Site Establishment for: Delivery of 12m Parkhome - Tea-Room (L-12m; W-3m) (4 Off)	Once Off	4,00	1,00		
1.1.1.3	Site Establishment for: Delivery of 12m Parkhome - Changeroom with showers (L-12m; W-3m) (8 Off)	Once Off	8,00	1,00		
1.1.1.4	Site Establishment for: Delivery of 6m Parkhome - Steel Storage (L-6m; W-3m) (2 Off)	Once Off	2,00	1,00		
1.1.1.5	Site Establishment for: Delivery of 6m Parkhome - Steel Storage Heavy Duty (L-6m; W-3m) (10 Off)	Once Off	10,00	1,00		
1.1.1.6	Site Establishment for: Delivery of Crane Mounted Truck (10 ton) (1 Off)	Once Off	1,00	1,00		
1.1.1.7	De-Site Establishment for: Delivery of Crane Mounted Truck (10 ton) (1 Off)	Once Off	1,00	1,00		
1.1.1.8	12m Parkhome Offices, with Air-Con (L-12m; W-3m) (2 Off)	Once Off	2,00	1,00		
1.1.1.9	12m Parkhome - Tea-Room, 12m Sink Single bowl C/W Cupboard and 10L Underbasin Geyser (L-12m; W-3m) (4 Off)	Once Off	4,00	1,00		
1.1.1.10	12m Parkhome - Changeroom with showers (L-12m; W-3m) (8 Off)	Once Off	8,00	1,00		
1.1.1.11	6m Container - Steel Storage (2 Off)	Once Off	2,00	1,00		
1.1.1.12	6m Container - Steel Storage Heavy Duty (10 Off)	Once Off	10,00	1,00		
1.1.1.13	Delivery and connection of power supply to Containers/Parkhomes	m	1,00	100,00		
1.1.1.14	Delivery and connection of temporary water supply inlcuding, piping and storage tank (5000L Jojo) adjacent contractor camp	Once Off	1,00	1,00		
1.1.1.15	Delivery and connection of temporary waste water system, including, piping and plastic under-ground septic tank (6000 litres) typical for 20 to 25 people use	Once Off	1,00	1,00		
1.1.1.16	Delivery and Installation of Site Fencing (1.8m High Diamond Mesh wire, 40 Steel Poles, 2 way double swing gate)	m	1,00	200,00		
1.1.1.17	9kg Fire Extinguishers per Parkhome	No	26,00	1,00		
1.1.1.18	**Site Clearance at Contractors Camp**					
1.1.1.18.1	Site Establishment for: Delivery of TLB - 4 X 4 Backhoe Loader (1 Off)	Once Off	1,00	1,00		
1.1.1.18.2	De-Site Establishment for: Delivery of TLB - 4 X 4 Backhoe Loader (1 Off)	Once Off	1,00	1,00		
1.1.1.18.3	TLB - 4 X 4 Backhoe Loader	Per Day	1,00	2,00		
1.1.2	**Medicals, Security and Safety Complaince**					
1.1.2.1	Safety file	Once Off	1,00	1,00		
1.1.2.2	Medicals - Entry	Per Person	109,00	60,00		
1.1.2.3	Medicals - Exit	Per Person	109,00	1,00		
1.1.2.4	Police Clearance Certification	Per Person	109,00	60,00		
1.1.3	**Transport, Plant and Logistics**					
1.1.3.1	Single Cab Bakkie (4 X 4) (3 Off)	Per Month	3,00	60,00		
1.1.3.2	Double Cab Bakkie (4 X 4) (8 Off)	Per Month	8,00	60,00		
1.1.3.3	Work-Home-Work 14-Seater (8 Off)	Per Month	8,00	60,00		
1.1.3.4	Crane Mounted Truck (10 ton) (1 Off)	Per Month	1,00	60,00		
	Total Item 1 (Preliminaries and General) Carried to Final Summary					

ITEM NO.	DESCRIPTION	UNIT	NO. OFF	QTY	RATE	AMOUNT
	ITEM 2					
2	**RESOURCES**					

2,1	**NORMAL TIME**					
2.1.1	Site Manager - NQF Level -7, B-Tech Mechanical Engineeering, supervisory experience 3 - 5 years (1 Off)	Hours	1,00	9 780,00		
2.1.2	Safety Officer - National Diploma in Safety, experience in Safety Management 2 years (2 Off)	Hours	2,00	9 780,00		
2.1.3	Mechanical Supervisor - National Diploma Mech Engineering, Relevant Experience 5 years (6 Off)	Hours	6,00	9 780,00		
2.1.4	Mechanical Technician - National Diploma Mechanical Engineering, Relevant Experience 5 years (3 Off)	Hours	3,00	9 780,00		
2.1.5	Site Clerk - Matric and NQF Level 4 in office Management, Relevant Experience office management 2 years (2 Off)	Hours	2,00	9 780,00		
2.1.6	Planner - Matric/N3 + Trade Test or N6 in Engineering, Relevant Experience 5 years (2 Off)	Hours	2,00	9 780,00		
2.1.7	Quality Control Technician - Matric/N3 + Trade Test or N6 in Engineering, Relevant Experience 3-5 years (2 Off)	Hours	2,00	9 780,00		
2.1.8	Artisan Fitter - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (30 Off)	Hours	30,00	9 780,00		
2.1.9	Artisan Boilermaker -Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (6 Off)	Hours	6,00	9 780,00		
2.1.10	Artisan Welder - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (3 Off)	Hours	3,00	9 780,00		
2.1.11	Artisan Rigger - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (4 Off)	Hours	4,00	9 780,00		
2.1.12	Storeman - Matric/N3 in Engineering, experience 1 year (2 Off)	Hours	2,00	9 780,00		
2.1.13	Mechanical Semi-Skilled - Matric/N3 in Engineering, experience 1 year (32 Off)	Hours	32,00	9 780,00		
2.1.14	Haib and Crane Operator Matric/N3 in Engineering + Competency certificate in Lifting Machineries, experience 1 year (2 Off)	Hours	2,00	9 780,00		
2.1.15	Driver 23 seater (1 Off)	Hours	1,00	9 780,00		
2.1.16	Driver 15 seater (4 Off)	Hours	4,00	9 780,00		
2.1.17	Cleaner (6 Off)	Hours	6,00	9 780,00		
	Sub-Total Item 2.1 (Normal Time Hours):					
2,2	**OVERTIME (NORMAL OVERTIME AND SATURDAYS)**				**1,50**	
2.2.1	Site Manager - NQF Level -7, B-Tech Mechanical Engineeering, supervisory experience 3 - 5 years (1 Off)	Hours	1,00	1 080,00		
2.2.2	Safety Officer - National Diploma in Safety, experience in Safety Management 2 years (2 Off)	Hours	2,00	1 080,00		
2.2.3	Mechanical Supervisor - National Diploma Mech Engineering, Relevant Experience 5 years (6 Off)	Hours	6,00	1 080,00		
2.2.4	Mechanical Technician - National Diploma Mechanical Engineering, Relevant Experience 5 years (3 Off)	Hours	3,00	1 080,00		
2.2.5	Artisan Fitter - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (30 Off)	Hours	30,00	1 080,00		
2.2.6	Artisan Boilermaker -Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (6 Off)	Hours	6,00	1 080,00		
2.2.7	Artisan Welder - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (3 Off)	Hours	3,00	1 080,00		
2.2.8	Artisan Rigger - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (4 Off)	Hours	4,00	1 080,00		
2.2.9	Storeman - Matric/N3 in Engineering, experience 1 year (2 Off)	Hours	2,00	1 080,00		
2.2.10	Mechanical Semi-Skilled - Matric/N3 in Engineering, experience 1 year (32 Off)	Hours	32,00	1 080,00		
2.2.11	Haib and Crane Operator Matric/N3 in Engineering + Competency certificate in Lifting Machineries, experience 1 year (2 Off)	Hours	2,00	1 080,00		
2.2.12	Driver 23 seater (1 Off)	Hours	1,00	1 080,00		
2.2.13	Driver 15 seater (4 Off)	Hours	4,00	1 080,00		
	Sub-Total Item 2.2 (Normal Overtime and Saturdays Hours):					
2,3	**SUNDAYS & P/H OVERTIME**				**2,00**	
2.3.1	Site Manager - NQF Level -7, B-Tech Mechanical Engineeering, supervisory experience 3 - 5 years (1 Off)	Hours	1,00	540,00		
2.3.2	Safety Officer - National Diploma in Safety, experience in Safety Management 2 years (2 Off)	Hours	2,00	540,00		
2.3.3	Mechanical Supervisor - National Diploma Mech Engineering, Relevant Experience 5 years (6 Off)	Hours	6,00	540,00		
2.3.4	Mechanical Technician - National Diploma Mechanical Engineering, Relevant Experience 5 years (3 Off)	Hours	3,00	540,00		
2.3.5	Artisan Fitter - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (30 Off)	Hours	30,00	540,00		
2.3.6	Artisan Boilermaker -Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (6 Off)	Hours	6,00	540,00		
2.3.7	Artisan Welder - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (3 Off)	Hours	3,00	540,00		
2.3.8	Artisan Rigger - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (4 Off)	Hours	4,00	540,00		
2.3.9	Storeman - Matric/N3 in Engineering, experience 1 year (2 Off)	Hours	2,00	540,00		
2.3.10	Mechanical Semi-Skilled - Matric/N3 in Engineering, experience 1 year (32 Off)	Hours	32,00	540,00		
2.3.11	Haib and Crane Operator Matric/N3 in Engineering + Competency certificate in Lifting Machineries, experience 1 year (2 Off)	Hours	2,00	540,00		
2.3.12	Driver 23 seater (1 Off)	Hours	1,00	540,00		
2.3.13	Driver 15 seater (4 Off)	Hours	4,00	540,00		
	Sub-Total Item 2.3 (Sundays & P/H Hours):					

2,4	**STANDBY ALLOWANCE**					
2.4.1	Site Manager - NQF Level -7, B-Tech Mechanical Engineeering, supervisory experience 3 - 5 years (1 Off)	Hours	2,00	840,00		
2.4.2	Safety Officer - National Diploma in Safety, experience in Safety Management 2 years (2 Off)	Hours	6,00	840,00		
2.4.3	Mechanical Supervisor - National Diploma Mech Engineering, Relevant Experience 5 years (6 Off)	Hours	3,00	840,00		
2.4.4	Mechanical Technician - National Diploma Mechanical Engineering, Relevant Experience 5 years (3 Off)	Hours	2,00	840,00		
2.4.5	Artisan Fitter - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (30 Off)	Hours	30,00	840,00		
2.4.6	Artisan Boilermaker -Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (6 Off)	Hours	6,00	840,00		
2.4.7	Artisan Welder - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (3 Off)	Hours	3,00	840,00		
2.4.8	Artisan Rigger - Matric/N3 + Trade Test or N6 in Mechanical Engineering, experience 3-5 years (4 Off)	Hours	4,00	840,00		
2.4.9	Storeman - Matric/N3 in Engineering, experience 1 year (2 Off)	Hours	2,00	840,00		
2.4.10	Mechanical Semi-Skilled - Matric/N3 in Engineering, experience 1 year (32 Off)	Hours	32,00	840,00		
2.4.11	Haib and Crane Operator Matric/N3 in Engineering + Competency certificate in Lifting Machineries, experience 1 year (2 Off)	Hours	2,00	840,00		
	Sub-Total Item 2.4 (Standby Allowance):					
	Total Item 2 (Resources) Carried to Final Summary					

ITEM NO.	DESCRIPTION	UNIT	NO. OFF	QTY	RATE	AMOUNT
	ITEM 3					
3	**TOOLS AND EQUIPMENT**					
3,1	**SOCKETS**					
3.1.1	75mm Socket Set of 12	No	1,00	1,00		
3.1.2	65mm Socket Set of 12	No	1,00	2,00		
3.1.3	70mm Socket Set of 12	No	1,00	1,00		
3.1.4	50mm Socket Set of 12	No	1,00	1,00		
3.1.5	44mm Socket Set of 12	No	1,00	1,00		
3.1.6	42mm Socket Set of 12	No	1,00	1,00		
3.1.7	38mm Socket Set of 12	No	1,00	1,00		
3.1.8	36mm Socket Set of 12	No	1,00	4,00		
3.1.9	32mm Socket Set of 12	No	1,00	2,00		
3.1.10	30mm Socket Set of 12	No	1,00	2,00		
3.1.11	27mm Socket Set of 12	No	1,00	1,00		
3.1.12	25mm Socket Set of 12	No	1,00	2,00		
3.1.13	24mm Socket Set of 12	No	1,00	5,00		
3.1.14	23mm Socket Set of 12	No	1,00	1,00		
3.1.15	22mm Socket Set of 12	No	1,00	1,00		
3.1.16	21mm Socket Set of 12	No	1,00	1,00		
3,2	**ALLEN KEYS**					
3.2.1	14" Allen Keys Set of 12	No	1,00	6,00		
3.2.2	17" Allen Keys Set of 12	No	1,00	8,00		
3.2.3	19" Allen Keys Set of 12	No	1,00	7,00		
3.2.4	21" Allen Keys Set of 12	No	1,00	9,00		
3,3	**ALLEN KEYS SETS ALLEN KEY SETS**					
3.3.1	34 Piece Allen Keys Set	No	1,00	6,00		
3,4	**MECHANICAL TOOL LIST**					
3.4.1	30" Combination Spanners	No	1,00	7,00		
3.4.2	32" Combination Spanners	No	1,00	5,00		
3.4.3	36" Combination Spanners	No	1,00	4,00		
3.4.4	41" Combination Spanners	No	1,00	1,00		
3.4.5	48" Combination Spanners	No	1,00	1,00		
3.4.6	50" Combination Spanners	No	1,00	4,00		
3.4.7	55" Combination Spanners	No	1,00	4,00		

3.4.8	60" Combination Spanners	No	1,00	4,00		
3.4.9	65" Combination Spanners	No	1,00	4,00		
3,5	**FLOGGING SPANNERS OPEN**					
3.5.1	30" Flogging Spanner	No	1,00	2,00		
3.5.2	32" Flogging Spanner	No	1,00	2,00		
3.5.3	34" Flogging Spanner	No	1,00	3,00		
3.5.4	36" Flogging Spanner	No	1,00	1,00		
3.5.5	50" Flogging Spanner	No	1,00	5,00		
3.5.6	55" Flogging Spanner	No	1,00	4,00		
3.5.7	65" Flogging Spanner	No	1,00	4,00		
3.5.8	70" Flogging Spanner	No	1,00	1,00		
3,6	**FLOGGING SPANNER RING**					
3.6.1	24" Flogging Spanner	No	1,00	10,00		
3.6.2	30" Flogging Spanner	No	1,00	10,00		
3.6.3	32" Flogging Spanner	No	1,00	10,00		
3.6.4	36" Flogging Spanner	No	1,00	10,00		
3.6.5	38" Flogging Spanner	No	1,00	10,00		
3.6.6	41" Flogging Spanner	No	1,00	10,00		
3.6.7	46" Flogging Spanner	No	1,00	10,00		
3.6.8	50" Flogging Spanner	No	1,00	10,00		
3.6.9	55" Flogging Spanner	No	1,00	10,00		
3.6.10	60" Flogging Spanner	No	1,00	10,00		
3.6.11	65" Flogging Spanner	No	1,00	10,00		
3.6.12	70" Flogging Spanner	No	1,00	10,00		
3.6.13	75" Flogging Spanner	No	1,00	10,00		
3.6.14	80" Flogging Spanner	No	1,00	10,00		
3.6.15	85" Flogging Spanner	No	1,00	10,00		
3.6.16	90" Flogging Spanner	No	1,00	10,00		
3.6.17	95" Flogging Spanner	No	1,00	10,00		
3.6.18	100" Flogging Spanner	No	1,00	10,00		
3.6.19	105" Flogging Spanner	No	1,00	10,00		
3.6.20	110" Flogging Spanner	No	1,00	10,00		
3.6.21	115" Flogging Spanner	No	1,00	10,00		
3,7	**DRILLING MACHINES**					
3.7.1	220/240V Drilling Machine	No	1,00	6,00		
3.7.2	160 Piece Cordless D/Drill Kit	No	1,00	4,00		
3.7.3	Welding Machine ARC200,Dual Voltage Support 110V/220V, Current 20 - 200Amps, 78 No load Voltage, 60% Duty Cycle, 1,6 - 5mm Dia Electrodes.	No	1,00	8,00		
3.7.4	30M Short Socket/Extension	No	1,00	8,00		
3.7.5	30M Long Socket/Extension	No	1,00	8,00		
3.7.6	30M Extension Cables	No	1,00	8,00		
3.7.7	Flexible Extension Socket Set of 3,125mm,200mm,250mm, point of contact 6, Chromium Vandium Steel	No	1,00	8,00		
3.7.8	Strong Arm Rachet	No	1,00	8,00		
3.7.9	Grease Pump	No	1,00	8,00		
3.7.10	115mm Angle Gringer	No	1,00	8,00		
3.7.11	2300 W Bench Grinder	No	1,00	8,00		
3.7.12	8" Double Wheel Grinder	No	1,00	8,00		
3.7.13	HM1307 Jack hammer (Electric)	No	1,00	6,00		
3.7.14	6 "/150MM G-Clamp	No	1,00	8,00		
3.7.15	12"/300MM G-Clamp	No	1,00	8,00		
3.7.16	Laser Machine 12 Volts DC 3A	No	1,00	4,00		
3.7.17	6"/150MM Digital Caliper (Vernier)	No	1,00	4,00		
3.7.18	12"/300MM Digital Caliper (Vernier)	No	1,00	4,00		
3.7.19	600MM Manual Caliper	No	1,00	4,00		
3,8	**MICROMETERS WITH ADJUSTABLE ANVILS**					
3.8.1	100-200X0,01MM Micrometers with adjustable Anvils	No	1,00	4,00		

3.8.2	150-300X0,01MM Micrometers with adjustable Anvils	No	1,00	4,00		
3.8.3	Height Gauge	No	1,00	2,00		
3.8.4	Magnetic Stand	No	1,00	2,00		
3.8.5	Indicator Gauge	No	1,00	2,00		
3.8.6	TG 267 Thermal Camera	No	1,00	4,00		
3.8.7	100-500 NM Torque Wrench (70-350 LBF)	No	1,00	4,00		
3.8.8	700-1500 NM Torque Wrench (500-1000LBF)	No	1,00	4,00		
3.8.9	Tommy bar	No	1,00	4,00		
3,9	**PIPE WRENCH**					
3.9.1	46" Pipe Wrench	No	1,00	4,00		
3.9.2	36" Pipe Wrench (900MM)	No	1,00	4,00		
3.9.3	14 Piece Oil Filter Wrench	No	1,00	4,00		
3.9.4	Jaw Internal & External Puller	No	1,00	12,00		
3,10	**STOCK AND DIE TAPS**					
3.10.1	10*1,5 Tap Sets	No	1,00	8,00		
3.10.2	12*1,75 Tap Sets	No	1,00	8,00		
3.10.3	16*2 Tap Sets	No	1,00	8,00		
3.10.4	20*2,5 Tap Sets	No	1,00	8,00		
3.10.5	24*3 Tap Sets	No	1,00	8,00		
3.10.6	30*3,5 Tap Sets	No	1,00	24,00		
3.10.7	36*4 Tap Sets	No	1,00	24,00		
3.10.8	M36 *4 Die Taps	No	1,00	8,00		
3.10.9	M24*3 Die Taps	No	1,00	16,00		
3.10.10	M20*2,5 Die Taps	No	1,00	8,00		
3.10.11	M12*1,25 Die Taps	No	1,00	16,00		
3.10.12	M10*1,25 Die Taps	No	1,00	8,00		
3,11	**MARLIN SPIKE**					
3.11.1	300MM/25 Marlin Spike	No	1,00	4,00		
3,12	**STOCK AND DIE TAPS CARBON STEEL**					
3.12.1	110 Piece Tap Sets (2-18MM)	No	1,00	6,00		
3,13	**DRILL BITS**					
3.13.1	1-13MM Drill Bits Sets	No	1,00	12,00		
3.13.2	14-36MM Drill Bits Sets	No	1,00	12,00		
3,14	**DRILL COMBO BOX**					
3.14.1	HSS Drill Bits (1mm - 13mm)	No	1,00	6,00		
3.14.2	Mansory (3mm - 25mm)	No	1,00	6,00		
3.14.3	Wood (3mm - 30mm)	No	1,00	6,00		
3,15	**ADJUSTABLE SPANNERS (SHIFTING)**					
3.15.1	12" Adjustable Spanners (300MM)	No	1,00	4,00		
3.15.2	15" Adjustable Spanners (375MM)	No	1,00	4,00		
3,16	**VICE GRIP**					
3.16.1	Vice Grip	No	1,00	4,00		
3.16.2	Oil Filter Remover	No	1,00	2,00		
3,17	**PIPE SPANNER LOCKER**					
3.17.1	24MM Pipe Spanner Locker	No	1,00	4,00		
3.17.2	30MM Pipe Spanner Locker	No	1,00	4,00		
3.17.3	36MM Pipe Spanner Locker	No	1,00	4,00		
3,18	**SCREW DRIVER SET**					
3.18.1	80 Pieces Screw Driver Set	No	1,00	4,00		

	Total Item 3 (Tools and Equipment) Carried to Final Summary					

ITEM NO.	DESCRIPTION	UNIT	NO. OFF	QTY	RATE	AMOUNT
	ITEM 4					
4	**RIGGING EQUIPMENT**					
4,1	3 TON Taurus Lever Hoist	No	1,00	10,00		
4,2	1.5 TON Chain Block	No	1,00	10,00		
4,3	1.5 TON Lever Hoist	No	1,00	10,00		
4,4	5 TON Taurus Chain Block	No	1,00	8,00		
4,5	6 TON Lever Hoist	No	1,00	6,00		
4,6	3 TON Chain Block	No	1,00	10,00		
4,7	1.6 TON Standard Drop Chain Hoist	No	1,00	8,00		
4,8	3T Elephant 3.1 TON Chain Hoist	No	1,00	8,00		
4,9	5T Elephant 5 TON Standard Drop Chain Hoist	No	1,00	8,00		
4,10	2 TON 2T X 10M Chain Hoist	No	1,00	10,00		
4,11	3T x 12m Chain Hoist	No	1,00	8,00		
4,12	Elephant 5T x12m Chain Hoist	No	1,00	7,00		
4,13	0.8t Elephant 0.8 ton Lever hoist	No	1,00	8,00		
4,14	1.6t Elephant 1.6 ton Lever hoist	No	1,00	8,00		
4,15	3.2t Elephant 3.2 ton Lever hoist	No	1,00	8,00		
4,16	2 ton Elephant Snatch block	No	1,00	4,00		
4,17	1.5 ton Elephant Snatch block	No	1,00	4,00		
4,18	3.0 ton Elephant Snatch block	No	1,00	4,00		
4,19	3 ton with 30m cable Tirfor, Tusker winch	No	1,00	10,00		
4,2	6 ton with 30m cable Tirfor, Tusker winch	No	1,00	8,00		
4,21	6.5T Bow shackles Shackle	No	1,00	10,00		
4,22	8.5T Bow shackles Shackle	No	1,00	10,00		
4,23	6.5T D Shackles Shackle	No	1,00	10,00		
4,24	3T x 3m Round sling	No	1,00	10,00		
4,25	3T x 4m Round sling	No	1,00	10,00		
4,26	6T x 6m Round sling	No	1,00	10,00		
4,27	2T x 2m Flat Webbing Sling	No	1,00	10,00		
4,28	3T x 4m Flat Webbing Sling	No	1,00	10,00		
4,29	3T x 6m Flat Webbing Sling	No	1,00	10,00		
4,3	5T x 6m Flat Webbing Sling	No	1,00	10,00		
4,31	8T x 6m Flat Webbing Sling	No	1,00	10,00		
4,32	2T x 2m Wire sling	No	1,00	10,00		
4,33	3T x 3m Wire sling	No	1,00	10,00		
4,34	3T x 6m Wire sling	No	1,00	10,00		
4,35	5T x 6m Wire sling	No	1,00	10,00		
	Total Item 4 (Rigging Equipment) Carried to Final Summary					

ITEM NO.	DESCRIPTION	UNIT	NO. OFF	QTY	RATE	AMOUNT
	ITEM 5					
5	**OCCUPATIONAL HEALTH AND SAFETY**					
5,1	**SAFETY TRAININGS**					
5.1.1	Training (Confined space) (Valid for 3 years)	Per Person	86,00	2,00		
5.1.2	Training (Working at heights) (Valid for 3 years)	Per Person	86,00	2,00		
5.1.3	First Aid (Valid for 3 years)	Per Person	6,00	2,00		
5.1.4	Basic Fire Fighting (Valid for 2 years)	Per Person	5,00	3,00		
5.1.5	OHS Act (Valid for 2 years)	Per Person	8,00	3,00		

5.1.6	Legal Liability (Once Off)	Per Person	8,00	1,00		
5.1.7	Supervisory Safety (Valid for 2 years)	Per Person	8,00	3,00		
5.1.8	Planned Job Observation (Once Off)	Per Person	8,00	1,00		
5.1.9	HIRA (Valid for 2 years)	Per Person	10,00	3,00		
5.1.10	Incident Investigator (Valid for 2 years)	Per Person	10,00	3,00		
	Sub-Total Item 5.1 (Safety Trainings):					
5,2	**PERSONAL PROTECTIVE EQUIPMENT**					
5.2.1	**Standard and Job Specific Personal Protective Equipment (PPE)**					
5.2.1.1	Overall Trouser	Per Person	104,00	10,00		
5.2.1.2	Overall Jacket	Per Person	104,00	10,00		
5.2.1.3	Arc Flash Jacket	Per Person	52,00	5,00		
5.2.1.4	Arc Flash Trouser	Per Person	52,00	5,00		
5.2.1.5	Winter Jacket	Per Person	104,00	2,00		
5.2.1.6	Safety Boots	Per Person	104,00	2,00		
5.2.1.7	Welding Safety Boots	Per Person	9,00	2,00		
5.2.1.8	Hardhat	Per Person	104,00	2,00		
5.2.1.9	Reflector Vest	Per Person	104,00	2,00		
5.2.1.10	Half Mask Respirator (Reusable)	Per Person	86,00	1,00		
5.2.1.11	Full Body Harness	Per Person	86,00	1,00		
5.2.1.12	Ear Muffs (Standard)	Per Person	86,00	1,00		
5.2.1.13	Knee Pads	Per Person	20,00	1,00		
5.2.1.14	Welding Apron	Per Person	9,00	1,00		
5.2.1.15	Welding Helmet (Auto-darkening)	Per Person	9,00	1,00		
5.2.1.16	2m x 2m Modular Welding Screen	No	9,00	1,00		
5.2.1.17	Multi Gas Monitors (5 sensor- O2,H2S,CO,LEL,CO2)	No	10,00	1,00		
5.2.2	**Personal Protective Equipment (PPE) Consumbles**					
5.2.2.1	Dust overalls	Per Person	86,00	480,00		
5.2.2.2	Mask (20 in a box)	Per Box	86,00	92,00		
5.2.2.3	FFP3 Welding Dust Mask (10 in a box)	Per Box	9,00	183,00		
5.2.2.4	Safety Gloves	Per Person	86,00	60,00		
5.2.2.5	Welding Gloves	Per Person	9,00	3,00		
5.2.2.6	Safety glasses	Per Person	86,00	60,00		
5.2.2.7	Ear Protection	Per Person	86,00	60,00		
	Sub-Total Item 5.2 (PPE):					
5,3	**OCCUPATIONAL HYGIENE SURVEYS (ALL AREAS)**					
5.3.1	Illumination for Office, Kitchen, Ablution and Storage Containers (valid for 2 years)	No	26,00	3,00		
5.3.2	Indoor Air Quality for Office container (valid for 2 years)	No	2,00	3,00		
5.3.3	Ergonomics (valid for 2 years)	No	2,00	3,00		
5.3.4	Vibration (Plant -All Units) (valid for 2 years)	No	1,00	1,00		
5.3.5	Thermal Stress – Heat (Plant -All Units) (valid for 2 years)	No	1,00	1,00		
5.3.6	Personal Airborne Pollutant Sampling, (including Silica, welding fumes and non-ionizing radiation as part of Occupational Hyigiene Health Risk assessment) (Plant -All Units) (valid for 2 years)	No	1,00	1,00		
	Sub-Total Item 5.3 (Occupational Hygiene Surveys):					
	Total Item 5 (Occupational Health and Safety) Carried to Final Summary					

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

Executive overview

Kusile Power Station is a coal fired power station located in the Mpumalanga province in the Ogies area. Kusile Power Station is designed with six (6) units each with a generating capacity of 800MW. Kusile Power Station is also the only plant that has Flue gas Desulphurisation (FGD) system in the Eskom fleet.

The six (6) unit are supported by coal that is conveyed from the coal stockyard to the mill bunkers by means of conveyor belt systems. The byproduct of the combustion process is ash; the ash comes in two (2) different forms namely coarse ash and fly ash. Both forms of ash must be evacuated to the Ash Dump via the conveyor belt system. The FGD plant uses limestone as the raw material which is conveyed by means of conveyor belt system to the mills. Gypsum comes out of the FGD as a byproduct and get conveyed to the Ash dump via the conveyor belt system.

The *Service* is to be rendered on a full-time basis (including weekends and/or public holidays)

1.1. Mechanical Scope

Purpose

The purpose of this document is to outline the requirements for the mechanical maintenance of conveyor belt plants for Ash, Coal, Limestone and gypsum at Kusile Power Station. These requirements are intended to enable the preferred Eskom Subsidiary to prepare a quotation for the specified activities. Kusile Power Station is expected to operate at 92% UCF, 6% PCLF and 2% UCLF. The mechanical maintenance strategy for conveyor belt plants must therefore support the achievement of these performance targets. It is therefore imperative that the successful and suitably qualified Subsidiary aligns its organisation fully with the maintenance activities and processes set out in this document.

Roles and Responsibilities

Employer

a. Performance is measured by the Employer against those areas which contribute to the Employer's business and the Contractor shall be compensated accordingly. (e.g. Reliability, Availability and Safety).

b. Areas of measurement include the Employer's key business indicators and will be redefined from time to time.

c. Employers shall provide training for PSR, ORHVS, FFFR and any other training as deemed necessary by the Employer.

d. The Employer and Contractor in this SOW is committed towards the following:

- Retention of critical skills
- Continuous cost reduction
- Health & Environment Safety
- Transfer of operational experience and skills

Contractor

a. The Contractor shall compile improvement programmes to enhance plant performance and achieve cost reductions, and the Employer will approve such programmes.

b. The Contractor shall be responsible for all mechanical maintenance as per Employer's instructions, processes and systems.

c. The Contractor shall be responsible for all equipment alignment requirements within this scope of work.

d. Areas of measurement include the Employer's key performance business indicators and will be redefined from time to time.

e. The Contractor shall compile improvement programmes to enhance plant performance and achieve cost reductions, and the Employer will approve such programmes.

f. The Contractor shall be responsible for all mechanical maintenance as per Employer's instructions, processes and systems.

g. The Contractor shall be responsible for all equipment alignment requirements within this scope of work.

h. Areas of measurement include the Employer's key performance business indicators and will be redefined from time to time.

i. The following complementary services to improve plant and labour performance can be defined as follows.

- Project management
- Procedure, work instructions, work plans and documentation writing
- Approved plant modification
- Spares management
- Technical advice
- Component failure analysis reporting

j. The Employer may request the Contractor to ensure that an accurate description of spare parts is maintained in the Employer's stores, and the Contractor informs the Employer as to any recommended changes.

k. The Contractor is to ensure that any service rendered does not interfere with the Employer's scheduled work and should align himself with the Employer's work control management process.

l. Should the Employer become aware of any changes to the activity schedule (programme of notifications), the Employer may issue the Contractor with a revised programme.

m. The contract entered with the Contractor is non-exclusive and work against this contract can only be performed upon receipt of a task order.

n. All works will be subject to anytime inspection by the Employer.

o. Please note that equipment will only form part of the works once the respective area has been commissioned and handed over to Generation. The Contractor shall take cognisance of the fact that the contract start date can deviate due to delayed commissioning and handover. The Contractor shall do the work on equipment that is not handed over upon a written instruction from the Employer.

p. The Contractor maintains all year round, agreed base crew at Kusile Power Station which is supervised by the Contractor with any changes to the crew being negotiated and agreed upon with the Employer.

q. The Contractor will utilise the rotable process in SAP for all refurbishable spares item. Employer to provide appropriate training.

r. This contract is for preventative, predictive, corrective maintenance (breakdowns)

s. Spillage is viewed to be very important for plant housekeeping and any spillage caused because of the Contractor shall be cleaned by the Contractor.

t. The Contractor shall inspect, report and repair on all responsible plant areas and inform the Employer's representative accordingly. Defects must be raised on the Flip system to address any plant deviations and log writing by plant Operators.

u. The Contractor shall ensure the integrity of plant labelling and that deficiency with regards to KKS labelling is reported immediately.

v. The Contractor must ensure that they have responsible persons (in terms of PSR and ORHVS) for any work performed on plant.

w. This requires individuals to successfully complete a written and oral examination for the relevant regulation based on the Plant Safety Regulations and Operating Regulations for High Voltage Systems.

x. All maintenance technically qualified (above semi-skilled) Contractors will be trained and authorised (in terms of PSR, FFFR and ORHVS) within 6 months of the contract award date. Training will be supplied by the Employer. Availability of training to be communicated to the Contractor.

y. Before any work starts on site the Contractor is responsible to submit their Safety File to the Employer for review and acceptance. SHE Specification to be submitted by the Employer.

z. The Contractor is also responsible for their employees' annual medical checks which must be up to date and kept in the Safety File. Site Induction must be done before any work is done by any Contractor on site. Eskom to take over medicals in future.

aa. The Contractor shall ensure that all safety valves are sealed and that nameplates are fitted to all pressure equipment.

bb. The Contractor to provide all required tools.

cc. The Contractor shall assist in the implementation, recommendations and corrective actions which are identified by the Kusile Power Station Condition monitoring programme.

This section outlines the requirements to be addressed by the Subsidiary within the SOW. The purpose of this Scope of Work is to appoint an experienced and competent Subsidiary to perform mechanical maintenance on the conveyor belts plants, including inspection, assessment, and repair in line with the original installed specifications. All the maintenance activities shall be executed according to the maintenance strategy of conveyor plants in Kusile Power Station. The scope includes, but is not limited to, the following equipment:

- Conveyor belting system and the mechanical components (Pulleys, Magnets, Idlers, Moving heads and etc)
- Drive system.
- Take-up system.
- Moving head, including winches.
- Belt cleaners (i.e., scrapers and belt washing systems)

Scope of Work

Applicable plant area

Ash Plant
The Ash Plant is defined as the plant and equipment interfacing with processed coal (ash), operating between the following points:

Co-disposal of Ash and Gypsum
For the first two (2) years, Ash and FGD gypsum will be co-disposed. During this period, the produced ash and gypsum will be conveyed to the co-disposal facility. Afterward, once the required infrastructure has been constructed, ash and FGD gypsum will be disposed of separately.

Coarse Ash systems
Starting from the receiving chutes of the Coarse ash Conveyors:

- Coarse Ash Conveyors (CAC 1-6)

Mixed Ash Conveyor Systems

- Transverse Conveyor system (TAC 1&2)
- Overland Link Conveyor system (OLC 1&2)
- Link Conveyor system (LC 1&2)
- Radial Stacker (RS 1&2)
- Emergency Stacking Conveyor (ESC)
- Emergency Reclaim Conveyor (ERC)
- 60 Year Ash Dump Conveyors (To be handed over after 2028)
- Ash Overland conveyors (OC 1&2)
- Ash Extendable conveyors (EC 1&2)
- Ash Shiftable conveyors (SC 1&2)

- Crawler mounted Ash Stackers (AST 1&2)
- Gypsum conveyors (GYC 3 A&B)
- E-Discharge Link conveyor (EDLC)
- E-Discharge Radial Stacker (EDRS)
- E-Discharge Reclaim Feeder (EDRF)

Gypsum Conveyor Systems
Starting from the inlet of the discharge chute of dewatering belts

- Gypsum Conveyor system 1 (GYC1 A&B)
- Gypsum Conveyor system 2 (GYC2 A&B)
- Gypsum Conveyor system 3 (GYC3 A&B)
- Gypsum Cross Conveyor 1 &2

Coal Plant - Coal Conveying systems (including associated mechanical equipment)

- Stockyard Conveyors (SY1, SY2 A&B, SY3 A&B)
- Stacker Conveyor System (SYS 1&2)
- Reclaim Conveyor System (SYR 1,2&3)
- Additional Feed Conveyor (AFC)
- Terrace Coal Conveyor System 1 (T1 A&B, T2 A-F, T3A-F, T4 A-F, T5 A-F, T6 A-F T7 A-F, T8A-F)
- Coal Offloading System (Hopper, POLC, SOLC)

All storage systems

- 1000 Ton Silos (1&2)

All structures and associated components

- Transfer houses (Coal, Ash, Limestone and Gypsum)
- Steel structures (Conveyor structures)

Limestone Conveying Systems (including associated mechanical equipment)

- Limestone Feeder (FDR)
- Limestone Conveyor 1 (CVY1)
- Limestone Conveyor 2 (CVY2)
- Limestone Shuttling Conveyor 3 (CVY3)

General

The contractor shall perform the following Mechanical Maintenance Scope of Work (SOW) within the specified plant areas in line with Kusile Power Station's approved maintenance strategies:

a. Maintain all guarding within the specified plant area.

b. Maintain all Counterweights, Pulleys, Magnets and related equipment within the specified plant area.

c. Inspect the pulley lagging and report all anomalies.

d. Carry out maintenance and inspections on drive gearboxes and couplings in accordance with Kusile maintenance strategies.

e. Inspect conveyor structures and guards for signs of damage/wear & perform repairs as when required.

f. Inspect the general condition of the belt identifying any large cuts, splice condition for any signs of deterioration or tears in the belt and report accordingly

g. Verify the conditions of the tension weight cable.

h. Inspect and report on the condition of the belt scrapers.

i. Inspect the condition of the chute and repair where necessary.

j. Verify on all gearboxes that oil level is correct, inspect for leaks, inspect for any abnormal noises and repair where necessary

k. Inspect all couplings and repair where necessary

l. Inspect & repair all valves, actuators, hydraulic cylinders, pulleys, idlers, chutes, belt wash system, pipes & gearboxes.

m. All related Safety Valves / Pressure Relief Valves

n. Inspect all wash boxes and report findings accordingly

2 Breakdowns

This refers to emergency breakdowns requiring immediate action to be taken. It is a corrective maintenance (retro-active strategy) whereby action is only taken when a system or component failure has occurred. The *Contractor* will be responsible for arranging all the resources (this include but is not limited to manpower, tools, special tools and consumables) required to attend to breakdowns. The *Contractor* shall provide a 24-hour per day, 7-day per week stand-by service for emergencies/breakdowns/defects after the *Contractor's* regular working hours and the *Contractor* must be on site within 60 minutes of a call-out as and when required.

If the *Contractor* does not have a team available at the time of a breakdown, he will be responsible to arrange for a sub-contractor to do the work under the same conditions and pricing structure as agreed upon under this contract, unless otherwise agreed with the *Employer.*

In addition to the repair of the breakdown, the *Contractor* will also conduct a thorough inspection in order to determine the root cause of the failure and issue a comprehensive failure report to the *Employer*. Where necessary, the *Contractor* will recommend corrective actions to the *Employer.*

The *Contractor* must provide warrantees and or guarantees for all the maintenance, services, refurbishments and repairs done on the plant.

The *Contractor* will be responsible for the cleaning of the surfaces and surrounding areas on each of the areas where work was performed. On completion, all oil and grease spillages will be properly cleaned, and other materials will be removed and disposed of by the *Contractor* in accordance with the *Employer's* policies and procedures. In case where the services of a subcontractor have been obtained by the *Contractor,* the *Contractor* shall also be responsible for the cleaning of the work area.

a) Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
OEM	Original Equipment Manufacturer
FGD	
CV	
BBBEE	
OV18	
AP:	Appointed Person
C&I:	Control & Instrumentation
CM	Corrective Maintenance
ERI	Eskom Rotek Industries
NEC:	New Engineering Contract
OEM:	Original Equipment Manufacturer

OHS Act:	Occupational Health and Safety Act
PCLF:	Planned Capability Loss Factor
PPE:	Personal Protective Equipment
PM:	Planned Maintenance
PSR:	Plant Safety Regulations
PTW:	Permit to Work
QCP:	Quality Control Plan
RP:	Responsible Person
RWM:	Routine Works Management
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SHEQR:	Safety, Health, Environment, Quality and Risk
SOW:	Scope of Work
UCF:	Unit Capability Factor
UCLF:	Unplanned Capability Loss Factor
URS:	User Requirement Specification
IR	Interim Repairs
IN	Inspection Outage
MO	Mini Overhaul
GO	General Overhaul
SLA	Service Level Agreement

b) Management strategy and start up.

c) The *Contractor*'s plan for the *service*

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme.
- A Quality Control Plan (QCP) for each Task Order withhold, witness and verification points for the *Employer* to check and monitor progress.
- Safety plan including implementation programme.
- Staff Qualifications and experience and/or time frame for appointment of staff. Staff qualifications must be verified by a recognised and accredited Qualifications Verifications Institution on an annual basis.
- A program and resource schedule for the *Service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders indicating start, inspection and completion dates, resources and costs.
- Names of the possible /potential candidates/employees.
- Any staff replacement should be accepted by the *Employer,* and the replacement must meet the conditions stipulated above.

Preventative maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24-hour standby provision. In case of any major breakdowns and/or when required by the *Employer*, a repair plan of action must be submitted to the *Employer.* Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

The following reports are required as supporting documentation to the program:

- Time analysis print-out
- Critical activities report
- Key event report
- Quality Control Plan

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

If the *Contractor's* available manpower is not sufficient to meet the *Contractor's* plan, the *Contractor* submits labour alert reports for performance of the work.
During the latter stages of completing the *Service* and prior to delivering notice of completion, the *Contractor* submits his plan for demobilisation to the *Service Manager* for acceptance.
The *Contractor* submits a procurement schedule for the procurement and receipt of equipment and sub-contracts by the *Contractor* and a monthly status report of all such equipment.
The *Contractor* commences with the work in accordance with the *Contractor's* plan and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.
If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the *service* cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports on the success of his plan of action.

d) Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on _____ at ___	MS Teams and/or Kusile Power Station	*Employer*, *Contractor* and ___

Overall contract progress and feedback	Monthly on _____ at ___	MS Teams and/or Kusile Power Station	*Employer*, *Contractor* and ___
Contract Meeting	Monthly on _____ at ___	MS Teams and/or Kusile Power Station	*Employer*, *Contractor* and ___
Morning / Toolbox Meetings	Daily	MS Teams and/or Kusile Power Station	*Employer*, *Contractor* and ___

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.

The *Contractor's* representative and *Employer's* representative will hold monthly contract management meetings where all safety, quality and other contract issues will be discussed, which should include the following as a minimum

a) Review the overall performance of the contract.
b) Formulate strategies to address loopholes should they be found.
c) Review contract statutory compliance.
d) The *Contractor* does not procure the services of sub-contractors / vendors / suppliers without the prior approval of the *Employer's Representative*. Furthermore, the contract between the *Contractor* and the sub-contractor must be aligned with this contract.

Meetings of a specialist nature may be convened by either party and at times and locations to suit the Parties, the nature and the progress of the *Service*.

All meetings shall be recorded using minutes and an attendance register (which must be signed by all present) prepared and circulated by the person who convened the meeting. All these documents must be kept safe for the duration of the contract and thereafter stored in the *Employer's* documentation centre. Regular meetings of a general nature may be convened and chaired by the *Service Manager.*

e) *Contractor*'s management, supervision and key people

Provision of Manpower

The *Contractor* shall utilise/provide skilled and suitable qualified staff with experience in the following:

- Inspections and maintenance on the plan
- Fault finding on the plant
- Occupational Health and Safety Act 85 of 1993 and SHE Standards
- Quality Management Control and Assurance as per ISO Standards
- Report and procedure writing

f) People

a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
b) All staff brought onto site in connection with the scope of work of this contract should be able to fluently speak, understand and write in English.
c) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer
d) The *Contractor* shall ensure that all staff members brought onto Kusile Power Station site have valid medical fitness certificate based on the plant Man Job Specification. The *Contractor* staff members must also have a valid security clearance certificate and site induction conducted on an annual basis.

g) Documentation control

The standard forms to be used by the *Contractor* in the administration of the contract, such as early warning and compensation event notifications are to be submitted to the *Employer* and shall be on the NEC document format which shall be made available to the *Contractor* by the *Employer*.

All formal contractual communication shall be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. Emails shall only be used to follow up on formal contractual communication or for information purposes only. All formal contractual communication shall have a reference number in a chronological sequence.

h) Invoicing and payment

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

The *Contractor* shall address the tax invoice to
Finance Department (Accounts Payable Section)

and include on each invoice the following information:

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

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

i) Training workshops and technology transfer

The *Contractor* shall conduct skills transfer to the *Employer's* resident service provider so that the Buffalo Feeders are inspected properly, and first line investigation is done accurately. The skills transfer shall be conducted during the bi-weekly maintenance by allowing the resident service provider for the Employer to shadow the serviceman and assistant serviceman when they conduct Preventive Maintenance. Skills transfer shall also be conducted during breakdown situations by both the *Contractor* and the resident service provider working together to repair the Buffalo Feeders and bring them back to service.

j) Design and supply of Equipment

The *Contractor* shall supply inspection and maintenance manuals to the *Employer*. These manuals shall include first line investigation and troubleshooting protocols.

The *Contractor* shall prepare a Quality Control Plan for the Stackers and Drum Reclaimers to be refurbished and send it to the *Employer* to include intervention points (Hold, Witness and surveillance) to be adhered to during the refurbishment program.

The *Contractor* shall not proceed with any repairs or refurbishment points unless all the necessary inspections, witness or tests are conducted according to the Quality Control Plan. The *Employer* shall conduct such inspections to ascertain that work is conducted to the agreed upon quality standard. However, the liability for such designs, refurbishment, supply and use of the Equipment remains with the *Contractor*.

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

- Equipment
- Information and other things

l) Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the *Employer.*
- All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The *Contractor* provides all necessary information required by the *Employer* to determine the cost at the assessment date for monthly costs and for each Task Order.

m) Health and safety, the environment and quality assurance

n) Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure ***KUS-20250407*** to this Service Information.

o) Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ***KUS-20250407***

p) Quality assurance requirements

The *Contractor* shall comply with the quality assurance requirements and constraints stated in Annexure ***KUS-20250407***

q) Procurement

r) People

Minimum requirements of people employed

a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
b) All staff brought onto site in connection with the scope of work of this contract should be able to fluently speak, understand and write in English.
c) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer
d) The *Contractor* shall ensure that all staff members brought onto Kusile Power Station site have valid medical fitness certificate based on the plant Man Job Specification. The *Contractor* staff members must also have a valid security clearance certificate and a site induction conducted on an annual basis.

BBBEE and preferencing scheme

The *Contractor* shall maintain a minimum BBBEE level 4 score for the duration of the contract.

s) Subcontracting

Preferred subcontractors

- All Subcontractors are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers, the *Contractor* formally requests from the *Service Manager* confirmation of the status.
- The *Contractor* does not procure the services of *Contractor*s / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore, the contract between the *Contractor* and the subcontractor must be aligned with these contracts.
- No work shall commence without all employees having done safety and medical checks prescribed by the *Employer.*
- The *Contractor* must submit a safety file at the inception of this contract.
- The *Contractor* complies with all site regulations issued by the *Employer*.

Limitations on subcontracting

The *Contractor* may not subcontract more than 25% of the total value of this contract. Subcontractors that are submitted by the *Contractor* for the approval of the *Employer* must have a similar or better BBBEE score than the *Contractor*.

t) Plant and Materials

Specifications

The *Contractor* shall comply with the Scope of Work requirements contained in Annexure to this Service Information. The Scope of Work is titled Kusile Power Station Buffalo Feeder Maintenance Scope of Work, with document identifier ***KUS-20251080, KUS–20251084 and KUS-20260301***

Correction of defects

The *Contractor* shall comply with the Scope of Work requirements contained in Annexure to this Service Information. The Scope of Work is titled Kusile Power Station Buffalo Feeder Maintenance Scope of Work, with document identifier ***KUS-20251080, KUS–20251084 and KUS-20260301***

u) Working on the Affected Property

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

The *Contractor* provides security necessary for the protection of the works at all times until the Completion of the whole of the works.

The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Kusile Power Station site pass through the control points at the main access gates and are required to have temporary permits that are issued to *Contractor* staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any *Contractor* staff are transferred from Kusile Power Station or leave site, the person's permit is handed over to the Supervisor. The *Contractor* ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site. No 'Private Work' is carried out for or on behalf of any Eskom employee. Kusile Power Station has zero tolerance to alcohol and drugs. There is 100% alcohol breathalyser testing for all persons coming to site. Any person that tests positive will not be granted access to site and shall be considered to be in violation of the Eskom's Life Saving Rules. If an employee or *Contractor* employee is suspected of being under the influence of alcohol is tested and if proved positive, he/she is refused entry to site. Formal disciplinary action shall be constituted by the *Contractor.*

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the *Contractor*s staff.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate

N.B: Under no circumstances shall the *Contractor* recruit outside Kusile Power Station's security gate. An applicable local office for recruitment shall be used. Enquiries must be directed to HR Department

w) People restrictions, hours of work, conduct and records

The normal working hours are as follows:
Mondays – Thursdays: 07h00 – 16h15
Fridays: 07h00 – 12h00
Lunch breaks are 30 minutes from 12h00

x) Records of *Contractor*'s Equipment

All materials, tools and equipment brought onto site are the responsibility of the *Contractor* and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the Contractor.

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

y) Equipment provided by the *Employer*

Off-loading and material handling Equipment such as cranes and forklifts are not available on site and if required is to be provided by the *Employer*.

z) List of drawings

aa) Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title