



NEC3 Term Service Contract (TSC3)

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

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

for **ACC INDUSTRIAL, CLEANING, INSPECTION,
REFURBISHMENT AND COATING AT MATIMBA
POWER STATION PLANT DURING OUTAGES**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	

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:

ACC industrial, cleaning, inspection, refurbishment and coating

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 [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

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)

F. Munyai

Capacity

Procurement Manager

**for the
Employer**

Eskom Holdings SOC Ltd (Reg. No. 2002/015527/30)
MATIMBA POWER STATION
Private Bag x215, Lephalale
0555

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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)*

Name &
signature
of witness

Date

F. Munyai

Procurement Manager

(Insert name and address of organisation)
Eskom Holdings SOC Ltd (Reg. No.
2002/015527/30)
MATIMBA POWER STATION
Private Bag x215, Lephalale
0555

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 14 763 8219
	Fax No.	+27 86 537 4477

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

10.1	The <i>Service Manager</i> is (name):	
	Address	P/Bag X215, Nelson Mandela Drive, Lephalale 0555
	Tel	0147638219
	Fax	0865374477
	e-mail	
11.2(2)	The Affected Property is	ACC Plant
11.2(13)	The <i>service</i> is	ACC Industrial Cleaning Refurbishment and Coating
11.2(14)	The following matters will be included in the Risk Register	As identified from time to time and they must be recorded
11.2(15)	The Service Information is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> to a communication is	Within 2 days unless stated on task order
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Outage plan will be used as acceptance plan for all the work to be done
3	Time	
30.1	The <i>starting date</i> is.	2022-07-29
30.1	The <i>service period</i> is	4 Years
4	Testing and defects	
42.1		The period for repair of defect shall be determined by the nature of the defect and the period must be agreed upon by both parties.
5	Payment	
50.1	The <i>assessment interval</i> is	After completion of each task order.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited

6 Compensation events

61.8

Compensation events are to be approved by the *Employer* within 14 days of receipt from *Contractor*, if the *Employer* do not agree with the compensation events terms he/she shall declare a dispute within 14 days

7 Use of Equipment Plant and Materials

N/A

8 Risks and insurance

80.1 These are additional *Employer's* risks

1. [•]

2. [•]

3. [•]

83.1 The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer's* property is

Contractor not required to insure as cover is provided under *Employers* assets all policy to the limit of liability of the policy (see insurance provided by *Employer* for details of deductibles) 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

Contractor not required to insure as cover is provided under *Employers* assets all policy to the limit of liability of the policy (see insurance provided by *Employer* for details of deductibles) http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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 the Service for any one event is:

Contractor not required to insure as cover is provided under *Employers* assets all policy to the limit of liability of the policy (see insurance provided by *Employer* for details of deductibles) http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

whatever the *Contractor* deems necessary in 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 <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[•] weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Lephalale Limpopo Province South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	
		Fixed 15%
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index Index prepared by for
X2	Changes in the law	Any law within the Republic of South Africa which applies to term services contract.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	the deductible due under Employer assets all risk policy as specified in 83.1

	damage to the <i>Employer's</i> property is limited to	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The amount of the Task order from which the defect arose
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	The amount of the Task order from which the liability arose
X18.5	The <i>end of liability date</i> is	As per time period stated in clause 3.4 in the service information and not later than 5 years for liability under clause X18.3 above after completion of the task order from which the liability arose.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	The time requirements stated in part 3 clause of the service information
Z	The <i>additional conditions of contract</i> 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:
"Unless the *Service Manager* should have notified the event to the *Contractor* but did not"

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_
From_1_April_2014_To_31_March_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	0 %
	The <i>subcontracted fee percentage</i> is	0 %
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	

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	the document called 'Price List' in Part 2 of this contract.
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	18
C2.2	The <i>price list</i>	20

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Inspection of LP exhaust steam ducts	Price	Quantity	Total
Inspect ducting – use torch to identify any indentations which could weaken the structure. Shine torch parallel to the ducting walls		2	
Check the condition of the hot-well grid, drains and condition of hot-well itself		2	
Inspect guide vanes at front and back – Inspect each vane at the welds. Identify any critical areas using a white spray paint. Note them and inform system the engineer		2	
Inspect LB bypass distribution ducts – Identify all active corrosion.		2	
Inspect bypass support, hinges and retainer pins – Identify active corrosion; inspect all welds for corrosion as well as cracks. Ensure retainer pins are not lose or missing.		2	
Clean sliding support at 2.7m and 11.5m level		2	
Check for any loose objects in the duct. Inform system engineer of all suspicious items		2	
Clean ducts after LP turbine manhole cover has been closed		2	
Inspect pressure measurement taping points to see if there are any blockages		2	
Remove hotwell drain flanges at 0m level and remove any foreign objects. Clean drain pipe. Close flange covers with new gasket.		2	
Inspection of distribution ducts and rupture discs			
Open inspection holes for rupture discs. 3 below and 3 above each rupture disc (4 rupture discs)		4	
Use an endoscope to inspect the rupture disc from above the rupture disc		4	
Use an endoscope to inspect the rupture disc from below the rupture disc		4	
Inspect distribution duct ladders and guide vanes. Report any active corrosion as well as cracks on the welds. Inspect all welds on the guide vanes.		2	
If ladder is damaged due to FAC, repair damaged ladder. If ladder becomes unsafe, report to system engineer		2	
Scrape off any debris left behind from the gaskets. Use sand paper to ensure a fully cleaned surface		2	
Replace manhole gaskets and cover		2	

Inspect and repair damages to ACC distribution ducts			
Open manhole covers at 50m level oboe the dephlagmator fans		8	
Inspect distribution duct guide vanes in the front of each row (8 Rows). Report any active corrosion as well as cracks on the welds. Inspect all welds on the guide vanes.		8	
After ducts have been opened, the system engineer is to inspect the frontal tubes of each row for corrosion. This area must be painted only after the system engineer has signed this section off		8	
Take note of previous point. Hold point. Paint all areas of active corrosion (white or silver marks). Use epoxy paint and ensure the whole area is covered		8	
Remove any foreign material such as plastic, wire etc.		8	
Scrape off any debris left behind from the gaskets on the manhole flanges. Use sand paper to ensure a fully cleaned surface		8	
Close manhole with new gaskets		8	
Inspect and do repairs (if needed) on condensate drain line			
Use a cloth /brush to wipe the pipe clean to inspect the pipe for defects.		1	
NDT for cracks around wear plates. Report any defects and clearly mark any cracks		20	
Inspects support brackets. – Thoroughly clean all brackets using soapy water and brushes. Look for any defects on the structure as well as on all welds. Report any defects		6	
Torque all bracket bolts and report any defects (plus/minus 5 bolts per bracket)		6	
Inspect condensate drain line tripod and spring support			
Ensure support ring is welded onto the spring support. If there is no support ring, report to system engineer. Ensure that the locking plates are secure and that the pin is in place. Check that the wear plate is not worn out. Check that the support spindle is supporting perpendicular and is not bent. If in doubt, verify with system engineer.		2	
Inspect the pipe support at the 90deg horizontal bend. The pipe is supported on a tripod. The tripod must be in the centre of the roof truss		1	
Fan unit protection			

Remove oil level switch and cover with clean plastic		48	
Clean out oil level switch stand pipe – Use a pipe brush to clean out the oil stand pipe. Clean oil level switch using acetone and a soft cloth.		48	
Inspect and replace if necessary the holding ejectors			
Open both the first and second stage holding ejectors A and B and inspect for wear using Go-No-Go guage. To be witnessed by system engineer – hold point. If defective/Worn replace steam nozzle		4	
Remove both A and B steam nozzle and measure throat diameter using a Go-No-Go gauge. If steam nozzle does not pass the test, report to system engineer and replace steam nozzle – Maximum acceptance criteria for 1 st stage = 6.955mm and for the 2 nd stage = 11.556mm		4	
Measure wall thickness on both ejector air nozzle		2	
Replace all ejector gaskets before re-assembly		4	
Inspect and refurbish Hogger Ejector			
Remove hogger ejector steam nozzle and inspect using a Go–No-Go gauge. If it does not pass the test, then report to system engineer and replace steam nozzle. Maximum acceptance criteria for hogger = 73.8mm		1	
Loosen hogger ejector drain line and flanges at the bottom of the condenser and blow through. Flow should not be restricted		2	
ACC Cleaning – ACC Platform within plenum			
After cleaning inside plenums with high pressure jet, clean fan deck and blue condensate pipe using high pressure hose. Clean badly fouled areas using soapy water. (measured as 8 deltas in total per unit)		8	
ACC Cleaning – ACC fan units			
Clean all ACC gearboxes using high pressure jet – Entire gearbox including its cubicle should be cleaned		48	
Clean ACC gearbox base plate using high pressure jet ensuing all dirt is removed		48	
Clean ACC fan blades on both sides using degreaser and high pressure jet and brush if necessary		48	

Clean ACC fan hub base unit – Ensure the entire hub is cleaned using degreaser and a high pressure jet.		48	
Clean ACC fan cowling using degreaser and high pressure jet with brushes		48	
ACC Cleaning – ACC rails and bridge			
Clean all rails, name plates and door handles using degreaser and water using a brush (measured as 8 deltas in total per unit)		8	
ACC Cleaning – ACC Walkways			
Prior to clearing the permits, walk ACC and remove all general waste. Clean ACC walkway using high pressure hose on areas contaminated with oil. (measured as 8 deltas in total per unit)		8	
ACCCT Tank - Inspection			
Inspect tank structural condition –Check for active corrosion/ pitting/washing inside the tank Inspect the header nozzles for blockages and unblock if necessary		1	
Total			

Preliminaries and General	
Site Supervisor	Per Outage
QC Personnel	Per Outage
Safety Officer	Per Outage
Site Establishment Once off	Once Off
Site De-establishment Once off	Once Off
Safety File	Per Outage
Transportation	Per Outage
Accommodation	Per Outage
Total cost per outage	R

The prices offered are in Rand and are firm for the duration of the contract subject only to CPA

The table below to be used during Compensation event

	Rates
Site Supervisor	Per hour
QC Personnel	Per hour
Safety Officer	Per hour
Transportation	Per KM
Accommodation	Per day

Total	
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Document reference

No of
pagesC3 TSC3 COVER PAGE

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the *service*

1.1 Executive overview

The scope contains the scope of work for the ACC Fan Delta and Plenum Washing execution during Inspection, interim repair and/or mini overhaul and /or general overhaul. This Sow comprises of activities that needs to be performed in accordance to the defined specifications or requirements.

1.2 Employer's requirements for the service

SCOPE OF WORK

Inspection of LP exhaust steam ducts	Quantity
Inspect ducting – use torch to identify any indentations which could weaken the structure. Shine torch parallel to the ducting walls	2
Check the condition of the hot-well grid, drains and condition of hot-well itself	2
Inspect guide vanes at front and back – Inspect each vane at the welds. Identify any critical areas using a white spray paint. Note them and inform system the engineer	2
Inspect LB bypass distribution ducts – Identify all active corrosion.	2
Inspect bypass support, hinges and retainer pins – Identify active corrosion; inspect all welds for corrosion as well as cracks. Ensure retainer pins are not lose or missing.	2
Clean sliding support at 2.7m and 11.5m level	2
Check for any loose objects in the duct. Inform system engineer of all suspicious items	2
Clean ducts after LP turbine manhole cover has been closed	2
Inspect pressure measurement tapping points to see if there are any blockages	2
Remove hotwell drain flanges at 0m level and remove any foreign objects. Clean drain pipe. Close flange covers with new gasket.	2
Inspection of distribution ducts and rupture discs	
Open inspection holes for rupture discs. 3 below and 3 above each rupture disc (4 rupture discs)	4
Use an endoscope to inspect the rupture disc from above the rupture disc	4
Use an endoscope to inspect the rupture disc from below the rupture disc	4
Inspect distribution duct ladders and guide vanes. Report any active corrosion as well as cracks on the welds. Inspect all welds on the guide vanes.	2
If ladder is damaged due to FAC, repair damaged ladder. If ladder becomes unsafe, report to system engineer	2

Scrape off any debris left behind from the gaskets. Use sand paper to ensure a fully cleaned surface	2
Replace manhole gaskets and cover	2
Inspect and repair damages to ACC distribution ducts	
Open manhole covers at 50m level above the dephlagmator fans	8
Inspect distribution duct guide vanes in the front of each row (8 Rows). Report any active corrosion as well as cracks on the welds. Inspect all welds on the guide vanes.	8
After ducts have been opened, the system engineer is to inspect the frontal tubes of each row for corrosion. This area must be painted only after the system engineer has signed this section off	8
Take note of previous point. Hold point. Paint all areas of active corrosion (white or silver marks). Use epoxy paint and ensure the whole area is covered	8
Remove any foreign material such as plastic, wire etc.	8
Scrape off any debris left behind from the gaskets on the manhole flanges. Use sand paper to ensure a fully cleaned surface	8
Close manhole with new gaskets	8
Inspect and do repairs (if needed) on condensate drain line	
Use a cloth /brush to wipe the pipe clean to inspect the pipe for defects.	1
NDT for cracks around wear plates. Report any defects and clearly mark any cracks	20
Inspect support brackets. – Thoroughly clean all brackets using soapy water and brushes. Look for any defects on the structure as well as on all welds. Report any defects	6
Torque all bracket bolts and report any defects (plus/minus 5 bolts per bracket)	6
Inspect condensate drain line tripod and spring support	
Ensure support ring is welded onto the spring support. If there is no support ring, report to system engineer. Ensure that the locking plates are secure and that the pin is in place. Check that the wear plate is not worn out. Check that the support spindle is supporting perpendicular and is not bent. If in doubt, verify with system engineer.	2

Inspect the pipe support at the 90deg horizontal bend. The pipe is supported on a tripod. The tripod must be in the centre of the roof truss	1
Fan unit protection	
Remove oil level switch and cover with clean plastic	48
Clean out oil level switch stand pipe – Use a pipe brush to clean out the oil stand pipe. Clean oil level switch using acetone and a soft cloth.	48
Inspect and replace if necessary the holding ejectors	
Open both the first and second stage holding ejectors A and B and inspect for wear using Go-No-Go guage. To be witnessed by system engineer – hold point. If defective/Worn replace steam nozzle	4
Remove both A and B steam nozzle and measure throat diameter using a Go-No-Go gauge. If steam nozzle does not pass the test, report to system engineer and replace steam nozzle – Maximum acceptance criteria for 1 st stage = 6.955mm and for the 2 nd stage = 11.556mm	4
Measure wall thickness on both ejector air nozzle	2
Replace all ejector gaskets before re-assembly	4
Inspect and refurbish Hogger Ejector	
Remove hogger ejector steam nozzle and inspect using a Go–No-Go gauge. If it does not pass the test, then report to system engineer and replace steam nozzle. Maximum acceptance criteria for hogger = 73.8mm	1
Loosen hogger ejector drain line and flanges at the bottom of the condenser and blow through. Flow should not be restricted	2
ACC Cleaning – ACC Platform within plenum	
After cleaning inside plenums with high pressure jet, clean fan deck and blue condensate pipe using high pressure hose. Clean badly fouled areas using soapy water. (measured as 8 deltas in total per unit)	8
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Clean ACC gearbox base plate using high pressure jet ensuing all dirt is removed	48
Clean ACC fan blades on both sides using degreaser and high pressure jet and brush if necessary	48

Clean ACC fan hub base unit – Ensure the entire hub is cleaned using degreaser and a high pressure jet.	48
Clean ACC fan cowling using degreaser and high pressure jet with brushes	48
ACC Cleaning – ACC rails and bridge	
Clean all rails, name plates and door handles using degreaser and water using a brush (measured as 8 deltas in total per unit)	8
ACC Cleaning – ACC Walkways	
Prior to clearing the permits, walk ACC and remove all general waste. Clean ACC walkway using high pressure hose on areas contaminated with oil. (measured as 8 deltas in total per unit)	
ACCCT Tank - Inspection	
Inspect tank structural condition –Check for active corrosion/ pitting/washing inside the tank Inspect the header nozzles for blockages and unblock if necessary	1

The contractor shall provide their own equipment for executing the scope of work or the service required

Spares and degreasing soap to be supplied by Eskom

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
outage daily meetings	Mon – Fri 9H00 – 10H00 Sat – Sun 08H00 – 09H00	Outage boardroom	Different stakeholder
Scope concerns – Manage risks	As per arranged meeting invites	As per arranged meeting invites	As per arranged meeting invites
Post mortem	As per arranged meeting invites	As per arranged meeting invites	As per arranged meeting invites

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

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

Use of standard forms from the NEC3 TSC will be used for this contract.

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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 Matimba Power Station, Accounts Payable Section, P/Bag X215, and Lephalale 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;
- SAP order number

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Where unforeseen contractual changes may exceed contract contingency a Modification process via Tender Committee will be required.

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

N/A

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

2.12.2 Information and other things

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

A service report should be compiled after the outage, service report should have the following documents the results of the test performed during the outage, the plan or schedule of the outage planned versus actual work performed, the indication of the work or activities performed during the outage and any additional work should also make part of this document.

The cost of the outage should also form part of the document (quotation before work is performed and the final invoice after assessments agreed by both the contractor and the *contract manager*)

NOTE: The document must be handed into engineering and outage management for record keeping and in order to assist all stakeholders in the planning of the next outage on that specific unit.

2.13 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

	Health and Safety requirements that the contractor shall comply with	Yes, No or Comment
1.	Detailed costing for Health and Safety based on the overall scope of work/service to be performed	
2.	Job Specific SHE Plan (indicate whether employees will have medical certificate)	
3.	Letter of Good Standing with COIDA Act (Valid)	
4.	Baseline Job Specific HIRA	
5.	Provision of site organogram clearly defining the reporting structure, legal appointments and training of all appointees i.t.o OHS Act and Regulations	
6.	Demonstration of an adequate Health and Safety Management system	
7.	SHE Policy Document	
8.	PPE Policy	
9.	Drugs and Alcohol Policy	
10.	Provide SHE Performance Records (SHE Performance for the last three years)	
11.	Provide SHE Auditing Protocol (Monthly Auditing Tool)	
12.	Programme to support Matimba Power Station's objective and targets	

3.2 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

Matimba Environmental Management System Implementation Guideline (PG/240/006)
Matimba Management of Waste at Matimba Power Station (PS/244/001)

National Environmental Management Act (107 of 1998)
National Environmental Management: Waste Act (59 of 2008)

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 Procurement

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

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

4.3.2 Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, offloading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that 'all other Plant and Materials are to be provided by the *Contractor*'.

5 Working on the Affected Property

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

Lost permits will be paid for by the *Contractor* to Protective Services at a cost or as per current requirement per lost permit.

Only work vehicles with an approved permit will be allowed on site. These vehicles are to be in a

serviceable condition and road worthy

No private vehicles will be allowed onto site:

Arrangements must be made with the Contract Manager well in advance to allow sub-contractors and visitors onto site.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof.

All Contractors will ensure that they are informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that they at all times comply to the requirements of these Regulations.

All Supervisors of contracting companies who are directly involved with Eskom's Permit to Work System shall be trained and successful completion of Matimba authorization / evaluation process may be authorized as Responsible Persons.

The Responsible Person shall ensure that:

The conditions of permits and cautionary notices are strictly adhered to.

The lockout procedures, mechanical as well as electrical are strictly adhered to and any deviations shall be corrected immediately.

The safe work procedures as laid down by Matimba Power Station and as determined by the Risk Assessment shall be followed.

The workers register and cautionary notices are discussed daily with workers.

At least one supervisor shall be authorized as responsible person to take out Permits to work on plant as per Eskom Plant Safety Regulations.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.

2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The following services are provided by the *Employer* during the periods stated:

The *Employer* will provide a *Contractor* on site for the duration of works.

Electricity, potable water, toilet facilities, compressed Air and internal line for telecommunication

The provision of the above is related to the use of the present facilities.

Use of Eskom's Tools and Equipment

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

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

The Employer may provide workshop and machining facilities to assist the Contractor with the execution of the Contract Works. The priority of work to be executed shall be determined by the Employer who shall also approve of the manner of execution of work which cannot be reasonably executed at the Site workshop.

Eskom may at its discretion provide any spare parts, materials or equipment as may be required for the execution of the contract works.

5.8.2 Provided by the *Contractor*

All health & safety equipment, as per OHS Act 85 of 1993, Matimba Power Station safety policy and SHE - system requirements, which is obtainable from Risk services.

Accommodation is for the *Contractor's* own account. Should use be made of Eskom Accommodation, they are to be official occupants of the room.

All tools to be provided to complete the contract works.

All workshop machinery to be provided to complete the contract works.

All Office Container, equipment and change rooms for their employees

Telephone bills will be paid by the *Contractor*.

The Quality control plan and budget quote for the activities that will be performed during the outage should be submitted four months before the outage after the *Contractor* has received a formal notification to perform work in term of the following documents scope of work for that specific outage.

A schedule or plan and safety file for the activities that will be performed during the outage should be submitted three months before the outage after the *Contractor* has received a formal notification to perform work in term of the following documents scope of work for that specific outage, task order with a 45 number.

The schedules should be either in Microsoft projects or primavera and daily process feedback should be submitted to the outage planner for update of the integrated program of the outage.

A resource power curve should also be supplied three months before the outage indicating the various skills need for the outage on each day, until the contractor completes their tasks as per scope of work.

If portable two-way radios are to be used, the type and make must be approved by the Contract Manager. Attendance at meetings as considered necessary by the *Contract Manager*.

Removal of redundant material to allocated sites. No scrap shall be stored in the *Contractor's* yard.

Scrap is to be cleared from Site daily

NOTE: Due to the system planning some outages are scheduled during December period, therefore Contractor is required to perform work around that time as per the contract.

5.9 Control of noise, dust, water and waste

State requirements, if any.

5.10 Hook ups to existing works

State any constraints

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

5.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

6 List of drawings

6.1 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