



## NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC LIMITED**  
(Reg No. 2002/015527/06)

and

for Size, supply, install, commissioning of various lighting  
and small power distribution panels, including de-  
commissioning and removal and scrapping of old lighting  
distribution panels at various areas of the slurry plant.

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**CONTRACT No.**

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

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## C1.1 Form of Offer & Acceptance

### Offer

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

**Sizing, selection, supply, install, commissioning of various lighting and small power distribution panels and equipment, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant**

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	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

SIZING, SELECTION, SUPPLY, INSTALL, COMMISSIONING OF VARIOUS LIGHTING AND SMALL POWER DISTRIBUTION PANELS AND EQUIPMENT, INCLUDING DE-COMMISSIONING AND REMOVAL AND SCRAPPING OF OLD LIGHTING DISTRIBUTION PANELS AT VARIOUS AREAS OF THE SLURRY PLANT

## 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Eskom Holdings SOC Limited  
Kriel, 2271

Matla Power Station on the Delmas Road. P/Bag X5012,

Name &  
signature of  
witness

Date

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

SIZING, SELECTION, SUPPLY, INSTALL, COMMISSIONING OF VARIOUS LIGHTING AND SMALL POWER DISTRIBUTION PANELS AND EQUIPMENT, INCLUDING DE-COMMISSIONING AND REMOVAL AND SCRAPPING OF OLD LIGHTING DISTRIBUTION PANELS AT VARIOUS AREAS OF THE SLURRY PLANT

### 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	N/A	N/A
2		
3		
4		
5		
6		
7		

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

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

#### For the tenderer:

#### For the Employer

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of witness

Eskom Holdings SOC Limited      Matla  
Power Station on the Delmas Road. P/Bag  
X5012, Kriel, 2271

Date

## 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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
	of the NEC3 Term Service Contract (June 2005) <sup>2</sup>	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>017 612 000</b>
	Fax No.	<b>017 612 6652</b>
10.1	The <i>Service Manager</i> is (name):	<b>Suping Lesikara</b>
	Address	<b>Eskom Matla Power station Delmas Road</b>
	Tel	<b>+27 17 612 9276</b>
	Fax	
	e-mail	<a href="mailto:lesikasj@eskom.co.za">lesikasj@eskom.co.za</a>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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11.2(2)	The Affected Property is	<b>Matla Power Station</b>
11.2(13)	The <i>service</i> is	<b>Sizing, selection, supply, install, commissioning of various lighting and small power distribution panels and equipment, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>People; Quality and SHEQ</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>6 Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>Defects and Task orders</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Between the 25 day of each successive month.</b>
50.5	The delay damages are	<b>N/A</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p>(i) zero percent above 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 (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question</p>

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

6	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	
7	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>conditions of contract</i> .
8	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .



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83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> 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)..</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Either State the name of the person selected &amp; complete the contact details below Or, state the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.</b>
	Address	<b>To be confirmed when a dispute arises</b>
	Tel No.	<b>To be confirmed when a dispute arises</b>
	Fax No.	<b>To be confirmed when a dispute arises</b>
	e-mail	<b>To be confirmed when a dispute arises</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a>)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1	<div>The <i>base date</i> for indices is</div> <div><div>The proportions used to calculate the Price Adjustment Factor are:</div><div>This indices will apply on the contract, from year two to year three.</div></div> <div><div><div>proportion</div><div>15%</div><div>15%</div><div>100%</div></div><div><div>linked to index for</div><div>non-adjustable</div></div><div>Index prepared by</div></div>		
X2	Changes in the law	Maintenance must include changes in the law	
X19	Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order	
Z	<div>The <i>additional conditions of contract</i> are</div> <div>Z1 to Z11 always apply.</div>		
Z1	Cession delegation and assignment		
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .		
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 and the Electricity Distribution Industry.		
Z2	Joint ventures		
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.		
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.		
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.		
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		

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- 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 Works.
- 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.

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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 2003 (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 from the last sentence in core clause 61.3, “unless the *Service Manager* should have notified the event to the *Contractor* but did not”.

**Z10 Employer’s limitation of liability**

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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 under the compensation events stated in 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 judicial management 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. 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/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

SIZING, SELECTION, SUPPLY, INSTALL, COMMISSIONING OF VARIOUS LIGHTING AND SMALL POWER DISTRIBUTION PANELS AND EQUIPMENT, INCLUDING DE-COMMISSIONING AND REMOVAL AND SCRAPPING OF OLD LIGHTING DISTRIBUTION PANELS AT VARIOUS AREAS OF THE SLURRY PLANT

## **Annexure B: The *Employer's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: [Leighton.Itholeng@eskom.co.za](mailto:Leighton.Itholeng@eskom.co.za)

## C1.2 Contract Data

### Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	<b>SHEQ</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>C3 Scope of Work</b>
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part 2, C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>R excl. VAT</b>

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PLANT

## PART 2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i> (Excluding Spares price List)	1



## C2.1 Pricing assumptions: Option A

### The conditions of contract

Design, supply, install, commissioning of various lighting and small power distribution panels, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant

### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

- |                                     |            |   |
|-------------------------------------|------------|---|
| <b>Identified and defined terms</b> | 11<br>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"> <li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul> |
|                                     |            | (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

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party

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provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

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

(From page 73 of 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*

**Design, supply, install, commissioning of various lighting and small power distribution panels, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant**

### PRICE LIST

Slurry Plant (Small Power lighting Estimates)					
Item	Description	UOM	QTY	Rate	Amount
	Preliminary & General				
	Site Establishment	Sum	1		
	Medical & Safety	Sum	1		
	Project Management & Supervision fees	Sum	1		
	Transport	Sum	1		
	Accommodation	sum	1		
	Site De-establishment	Sum	1		
1	Decommissioning and Removal				
	Electrical	Sum	1		
	Mechanical	Sum	1		
2	Design Management				
	Project Management	Sum	1		
	Engineering desing- Electrical	Sum	1		
	Engineering design- Mechanical	Sum	1		
	Lighting survey and protection coordination & report	Sum	1		
	Drawings	Sum	1		
	Factory accepted testing after design approval	Sum	1		
3	Plant and Material				
	<b>Mechanical</b>				
	Main distribution panels	Sum	1		
	Cable trays	Sum	1		
	Cable conduits	Sum	1		

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	Steel Sub-distribution panels	Sum	7		
	Steel Lighting terminal panels	Sum	7		
	Painting and Powder coating	Sum	7		
	Din rails for panel mounts	Sum	7		
4	<b>Electrical</b>				
	Main distribution box	Sum	1		
	380V AC-DB Modification-Power Panels	Sum	1		
	380VAC- DB Modification - Cables	Sum	1		
	16mm2, 4core cable- for each panel to be installed	Sum	1		
	Earthing Cable- for each panel to be installed	Sum	1		
	Functional earth cable connecting to reference point	Sum	1		
	Gaskets	Sum	1		
	Sealing compound	Sum	1		
	Lights complaint to IP68	Sum	1		
	Plugs complaint to IP68	Sum	1		
	Circuit breakers for loads	Sum	1		
	Earth leakage for sub-distribution panels	Sum	1		
	2.5mm2- Panel wire- black	Sum	1		
	4mm2- Panel wire	Sum	1		
	Illumination survey of plant (Before and after)	Sum	1		
	Site Construction work,Erection & Installation	Sum	1		
	Commission and Optimisation	Sum	1		
	Issuing of Coc for each panel & Installation	Sum	1		
	Sub-Total				

**NOTE:**

Tenderers shall allow in their rates for the cost of all materials, labour, transport, profit, supervision and all other costs which may be incurred in the proper execution of the works (access, compressed air, water, electricity etc). This could also include, but not be limited to levies payable to any industrial councils, associations, etc that may be due by the tenderer, the cost of compliance to legislation, for instance regarding Health and Safety, compliance with Labour Legislation, etc.

## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

Item	Description	
1.	Description of Services	
1.1	Executive Overview	
1.2	Employer's objectives and purpose of the service	
1.3	Scope of Work/ Specification	
1.3.1	Work to be performed by the <i>Contractor</i> for the works	
1.3.2	Receivables	
1.3.3	Quality Assurance	
1.3.4	Drawings and Specifications	
1.4	Maintenance Philosophy	
1.4.1	Corrective Maintenance	
1.4.2	Preventative Maintenance	
1.4.3	Planned Maintenance	
1.4.4	Routine Maintenance	
1.4.5	General Overhaul	
1.4.6	Mini General Overhaul	
1.4.7	Opportunity Repairs	
1.5	Legislation, Regulations, Standards and Specifications	
Table 1	Standards and specifications	
Table 2	List of Material to be used	
2	Cable information to be supplied to the <i>Employer</i>	
3	Contact persons	
4	Data Item Descriptions	
4.1	Working Hours	
4.1.1	Normal Working Hours ( Maintenance)	
4.1.2	Normal/Overtime (Projects)	
4.1.3	Emergency Hours( Maintenance)	
5.	Additional Conditions	
6.	Submission of Reports	
Table 4	Quotation and invoice template	
7	Quality Requirements	
8.	Defects Correction period	

## **1. Description of the Services**

### **1.1 Executive Overview**

**Size, supply, install, commissioning of various lighting and small power distribution panels, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant**

This is an all-inclusive maintenance package for maintenance and repair of Lighting including Cabling. Services rendered are for the duration of the contract, from the start date to the completion date.

### **1.2 Employers objectives and purpose of the service**

**Note:**

The *Contractor* must be Authorized in terms of Plant Safety Regulations (PSR) (Low Voltage) to be able to perform the following activities covered in the scope of work, failing which a 10% will be deducted on a monthly gross labour charge effective after 6 months when the contract is in place/signed.

The services is for the design, supply, install, commissioning of various lighting and small power distribution panels, including de-commissioning and removal and scrapping of old lighting distribution panels at various areas of the slurry plant as listed in Table 2 on a period not exceeding 6(six) months at Slurry Plant that is related to the Matla Power Station and its boundaries, Specification in Table 1, page #, must be adhered to.

The objective is that all lightening and cabling receives the highest degree of attention in quality of engineering, operational and maintenance, all of which is aligned to the South African National Standards. (SANS)

The maintenance and management of such installations is to ensure that they are maintained and inspected to the highest degree in accordance with the South African National Standards. (SANS) and the Occupational Health and Safety, Act (OHS Act) and to ensure that no injury or fatality will occur in relation to such installations that could have been anticipated or foreseen.

This service shall include all projects, outage work, routine maintenance, repairs, structural repairs, inspections & cleaning, support services, emergency breakdown services, statutory inspections and defect correction during normal and abnormal condition or operation, to ensure the integrity of the installed cabling system and domestic power circuits at Matla Power Station.

The *Contractor* shall through execution of the services ensure that all systems are safe and operational. These will include but not limited to all cabling systems and its sub system components.

Matla Power Station operates on a 24-hour basis, 7 days a week.

## 1.3 SCOPE OF WORK / SPECIFICATION

### 1.3.1 Work to be performed by *the Contractor* for the works

The work scope:

As and when basis of all plant that is related to Matla Power Station and its boundaries for a period of 5 years:

#### 1.3.1.1 Main lighting and shall power distribution panels (LCP) x 2

- Size, supply and install 2 lighting distribution panels which are floor mounted, the panels must have a double door configuration
- Each panel shall be IP65 minimum and shall be lockable,
- The panels shall have two incomers with suitable sizing to receive x2 PVC-SWA-70mm<sup>2</sup> –PVC cables on the incomer and shall have an automatic change over switch,
- All of the feeder circuits within the panel shall have a fused isolators which are adequately sized for each feeder,
- The x2 incomers along with all feeders on the main distribution panel shall have LED indication lights (Green, Yellow and Red) to indicate the status of the feeder or incomer (Green- Healthy & ready, Yellow- Fault, Red-Live)
- All circuits in the panel shall be IEC type 2 coordinated as per IEC 60947
- Panel specifications shall be as follows;
  - i. V = 400V (3Φ)
  - ii. IN = 300A
  - iii. IF-3Φ = 25kA, 3 seconds
  - iv. Type 2 coordination,
  - v. Number of circuits per panel 6 x 15kW
  - vi. Fused isolators on each feeder
  - vii. Colour shall be electric orange – B32 (SANS 1091) powder coating
  - viii. Panel shall be floor mounted and fully compliant with SANS 61439
- Panel shall have an earthing stud welded onto the door and the side for earthing purposes,
- Panels shall be constructed with material: 3CR12 stainless steel
- Glands plant shall be adequately sized to allow cables of up to 70mm<sup>2</sup> and also 16mm<sup>2</sup>
- The door shall also be earthed via a conductor of minimum size 2.5mm<sup>2</sup>
- Each of the panels shall have drawings for all of the circuits within the panel,
- All conductors and material used shall be SABS approved with all of the relevant documentation provided prior to acceptance
- The panels shall be compliant with SANS 1973 and 240-56227516,
- Panel construction shall prevent access with live busbars and the panel shall as a minimum be form 3B.
- All components shall be compliant with all the requirements of SANS 60947



The contractor shall ensure the panel is located close to the existing panel in order to minimize cables having to be joined to place the panel in its new position.

### **1.3.1.2 Cable from the main distribution panels to the field sub-distribution panels**

- The contractor shall provide a minimum of 6 cable runs of 400m to the new sub-distribution panels which were not part of the original site installation,
- These cable runs shall be mounted on adequately sized cable racks which shall be earthed in accordance with 240-56356396 and 0.54/393
- The contractor shall install a cable with following specifications:
  - V = 600V/1000V
  - PVC-SWA-PVC
  - Size = 16mm<sup>2</sup>, 4 cores
  - Low halogen content
  - BVX4HCV
  - Fused isolators on each feeder
- The contractor is to ensure where necessary conduits are used for the cable runs to the sub-distribution panels,
- The contractor shall ensure that the cable armouring is connected correctly

### **1.3.1.3 Sub-distribution lighting and shall power distribution panels (LCP) x 12 and 1 spare**

- Size, supply and install 13 lighting distribution panels which are surface mounted, the panels must have a double door configuration
- Each panel shall be IP65 minimum and shall be lockable,
- The panels shall have two incomers with suitable sizing to receive x2 PVC-SWA-16mm<sup>2</sup> –PVC cables on the in-comer,
- All of the feeder circuits within the panel shall have a fused isolators which are adequately sized for each feeder,
- All circuits in the panel shall be IEC type 2 coordinated as per IEC 60947
- Panel specifications shall be as follows;
  - i. V = 400V (3Φ+N)
  - ii. IN = 60A
  - iii. IF-3Φ = 20kA, 1 seconds
  - iv. Type 2 coordination,
  - v. Various lighting single phase MCBs which are C-curve graded (minimum of 12 MCBs) with minimum breaking capacity of 15kA sized based on attached drawings
  - vi. Various three phase MCBs which are C-curve graded (minimum of 3 MCBs) with minimum breaking capacity of 15kA sized based on attached drawings
  - vii. Various plug single phase MCBs which are C-curve graded (minimum of 4 MCBs) with minimum breaking capacity of 15kA sized based on attached drawings
  - viii. Colour shall be electric orange, B32 (SANS 1091) powder coating
  - ix. Panel shall be surface mounted and fully compliant with SANS 61439
  - x. Ensure a 30mA earth leakage is installed
- Panel shall have an earthing stud welded onto the door and the side for earthing purposes,
- Panels shall be constructed with material: 3CR12 stainless steel
- Glands plant shall be adequately sized to allow cables of up to 16mm<sup>2</sup> and also 16mm<sup>2</sup>

- The door shall also be earthed via a conductor of minimum size 2.5mm<sup>2</sup>
- Each of the panels shall have drawings for all of the circuits within the panel,
- All conductors and material used shall be SABS approved with all of the relevant documentation provided prior to acceptance
- The panels shall be compliant with SANS 1973 and 240-56227516,
- Panel construction shall prevent access with live busbars and the panel shall as a minimum be form 3B.
- All components shall be compliant with all the requirements of SANS 60947
- The contractor shall ensure the panel is located close to the existing panel in order to minimize cables having to be joined to place the panel in its new position.
- All cables to various lighting circuits shall be 2.5mm<sup>2</sup> size and shall be in placed in sufficiently sized conduits which shall be earthed in accordance with 0.54/393 and 240-56356396
- All cables to various plugs circuits shall be 4mm<sup>2</sup> size and shall be in placed in sufficiently sized conduits which shall be earthed in accordance with 0.54/393 and 240-56356396

#### **1.3.1.4 Cables to various plant components and protection grading**

- The contractor is to ensure that all cables are sized adequately with at least 2.5mm<sup>2</sup> for each lighting circuit and 4.0mm<sup>2</sup> for plug circuits
- The contractor shall perform protection grading of the installation, and ensure proper grading of the installation, the contractor shall submit grading curves
- The contractor shall ensure that all equipment used is compliant with the relevant SANS requirements, the contractor shall provide all equipment datasheets for review and approval before installation,
- The contractor shall also re-use any conduits or plant equipment which is deemed to be in a serviceable condition and this has been agreed to with the employer.

#### **1.3.1.5 Lights and plugs**

- The contractor shall supply lights which are LED type and are IP68 rated as a minimum with the following specifications:
  - CCT – 2700k to 3200k for the boiler and coal plant, for turbine areas and other areas these may be 2700K to 4000K. No other CCT range is accepted,
  - CRI – 80-90
  - Surge protection fitted,
  - Driver circuit fitted,
  - Must have earth connection point
  - SABS/ SANS accredited
  - Light must have a warranty
  - Driver and surge arrestor must be replaceable
- The plugs to be installed shall have the following specifications:
  - Plugs – 15A,
  - IP68
  - Single phase,
- The contractor shall ensure that scopes are compliant with the relevant SANS and Eskom specifications.

#### **1.3.1.6 Terminal strip junction boxes for lighting distribution panels x 13**

- Size, supply and install 13 lighting distribution panels which are surface mounted,
- Each panel shall be IP65 minimum and shall be fastened via a screws,
- The panels shall allow for bottom entry into the distribution panel for conduits from the sub-distribution panels
- The contractor shall install terminals which are spring loaded and adequately sized for 2.5mm<sup>2</sup> conductor sizes
- All terminals shall be SANS and Eskom compliant as per drawings
- Panel specifications shall be as follows:
  - Panels shall be constructed with material: 3CR12 stainless steel
  - Glands plate shall be adequately sized to allow conduits to enter the terminal boxes without limitations
  - Panels sizes shall be at least:600mmx600mmx100mm
  - Colour shall be electric orange, B32 (SANS 1091) powder coating
  - Panel shall be floor mounted and fully compliant with SANS 61439
- Contractor is to ensure that bonding is attached onto each terminal strip junction box,
- The contractor shall install terminal strips each levels requirement and ensure a minimum spare terminal strip number of 20% is added onto each junction box.

#### **1.3.1.7 Earthing and bonding of all equipment**

- All earthing shall be done using an aluminium flat with a minimum area of 300mm<sup>2</sup> (copper) or an alternative material with suitable copper effective area equal to 150mm<sup>2</sup> for each distribution panel
- Each distribution panel shall be have an earth connection in line 0.54/393 ,
- Bonding of the doors shall be achieved with the use of earthing insulated cable which has a minimum area of 2.5mm<sup>2</sup>.
- No copper shall be allowed for earthing due to high theft , other alternative materials with the same effective area may be used,
- All earthing and bonding shall be tested to have a maximum resistance value of 10mΩ or less,
- The contractor shall perform continuity testing of all installation equipment to ensure it is safe

#### **1.3.1.8 Cable terminations of power cabling**

- All of the connection points which have compression/ cone washers shall be appropriately sized,
- All of bolts, washers and cones needs to be torqued at the correct values for the bolt used
- Grease will also need to be applied to all contact points to ensure good conductivity
- All cable connections and terminations shall be in line with SANS 876.
- The contractor shall ensure that all cables have the correct lugs and these shall be fully compliant with SANS and Eskom specifications.

#### **1.3.1.9 Testing and Commissioning**

- Each plant component shall have the relevant testing performed on it where applicable, all cables shall have continuity testing and insulation resistance testing.
- Perform IR and conductor resistance testing on all cables and ensure continuity between the gland plate and cable gland,
- Perform continuity testing of the earthing and bonding of the new installation and ensure all resistance values are below  $\leq 10\text{m}\Omega$ ,
- Contractor is to supply a detailed commissioning program for each of the panels,
- Contractor shall provide detailed drawings and FAT and SAT plans which for the main distribution and sub-distribution panels prior to manufacturing,
- Contractor shall perform all testing as deemed necessary by the employer in agreement with the employer and a detailed testing schedule shall be submitted.
- The contractor shall provide the employer with detailed commissioning plans and programs for the plant in its entirety which shall be approved.
- Contractor shall issue a certificate of compliance (CoC) which is signed by a registered electrician or master electrician for all installations which shall be worked on by the contractor for each panel.
- The contractor shall together with the signed CoC a safety certificate for each panel installed and commissioned on the plant.

### 1.3.2 Receivables

- a) On notification of a defect/repair to be conducted the *Contractor* will submit the following documentation to the *Contracts Service Manager* for approval:
- A detailed quotation for the works.
  - A detailed Task Order for the work to be done.
  - A program indicating the duration of the work.
  - A process quality plan.
  - A completion Certificate after the work is done.

In the event of a breakdown after hours and week-end the work needs to follow the Matla Emergency approval process.

- The standby manager will approve the work to be done.
  - The normal commercial process will be followed the next working day to submit the required documentation.
- b) On completion of the work the *Contractor* will submit:
- Handover Documentation with signed off PQP.
  - Test records of the work performed.
  - COC certification if required.
  - Completion Certificate.
  - Assessment.

- Required invoicing for payment.
- c) The *Contractor* possesses a master installation certificate.
- d) A list of all employees and their qualifications is submitted to the *Contract Service Manager* at the starting date.
- e) The *Contractor* is registered with the *Electrical Contractor Board* and supplies the *Employer* with proof of this at the starting date.
- f) Any cable more than 10m long that is decommissioned by the *Contractor* must be communicated to the *Contract Service Manager* or his delegate to obtain information about storage or disposal of that cable.
- g) The *Contractor* ensure the availability of all special equipment to perform the required work as per table 2
- h) The *Contractor* makes sure that her or his staff attends the LV regulations courses to be authorised to take permits for themselves within 6 months of contract acceptance.

### 1.3.3 Quality Assurance

- The *Contractor* submits draft quality control documentation on request of the *Contract Service Manager* or his delegate.
- The *Contractor* ensures that effective quality plans are in place prior to undertaking any task at Matla Power Station.
- Prior to executing large task, a program in the form of a Gantt chart or in any other format accepted by the *Project Manager* is submitted to the *Contract Service Manager* or his delegate. Such a Gantt chart is only submitted on request of the *Contract Service Manager* or his delegate.
- The *Contractor* performs or prepares ad hoc quality, safety and technical audits as instructed.
- The *Contractor* submits quality plans for outages, commissioning and hand over.
- The *Contractor* is to liaise with the *Contract Service Manager* or his delegate with respect to the outage schedule

### 1.3.4 Drawings and specification

- The method and conduct of work is in accordance with the specifications and conforms to the scope of work supplied by the *Contract Service Manager* or his delegate.
- The drawings are specified in accordance with the respective projects.
- The *Project Manager* has the propriety rights to all the documentation applicable to Matla Power Station.
- The *Contractor* consults the *Contract Service Manager* or his delegate regarding any cable on the plant for which the standards mentioned below are not applicable. This refers to specialised cables or any other cables that the *Contractor* is not familiar with.
- The contractor shall generate drawings for all panels supplied

- The contractor shall also update drawings of the plant installations which may be modified or worked on by the contractor
- Updating of the drawings shall be as per 240-128353314 and 36-946 (contractor to request where this is not issued with the scope).
- The updated drawings shall only be considered final and accepted once it has been reviewed by configurations management and Engineering
- Contractor shall issue drawings in Microstation V8
- The Contractor complies with the standards and specification listed in Table 1 and the list of services and materials in Table 2.

### 1.3.5 Legislation, Regulations, Standards and Specifications

The *Contractor* conforms to all prevailing legal requirements of the republic of South Africa, Eskom SOC Limited and Matla Power Station Site legal Requirements, with special reference but not limited to the following:

- Occupational Health and safety Act 85 of 1993 as amended and its regulations.
- SANS 10400 National Building regulations
- Plant Safety Regulations (PSR) 36-681 – Generation Plant Safety Regulations.
- GGPP0592: Generation Policy: Power Station Plant Classification.
- OPG 0159-02: Eskom manual: Classification Guideline.
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended.
- National Environmental Management Act 107 of 1998 as amended.
- National Environmental Waste Act 59 of 2008 as amended.
- National Water Act 36 of 1998 as amended.
- Eskom procedures and Safety requirements set out in Safety, Health and environmental specifications, Document 004 4830
- Eskom procedures 32-95 with regards to the management of safety, health and environmental incidents
- Any other act or procedure deemed necessary or applicable if the work includes some toxic and/or hazardous substances during normal and routine maintenance activities stipulated in this document. In this case the *Contractor* handles such hazardous substances in accordance with the applicable regulations and procedures, and is disposed of by the *Contractor* in accordance with the applicable law.

**Table 1: Standards and specifications**

Item	Title	Revision	Tick if publicity available
1	Plug and socket-outlet systems for household and similar purposes for use in South Africa SANS 164 parts 1 and 2	Latest	
2	Earth leakage protection units: Fixed earth leakage protection circuit-breakers SANS 767 -1	Latest	
3	Electric cables with extruded solid dielectric insulation for fixed installations SANS 1507 parts 1-6	Latest	
4	Electric flexible cores, cords and cables with solid extruded dielectric insulation SANS 1574	Latest	
5	Switches for household and similar fixed-electrical installations Part 1: General requirements SANS 60669-1	Latest	
6	Conduit systems for cable management Part 21: Particular requirements - Rigid conduit systems SANS 61386-21	Latest	
7	Conduit systems for cable management Part 23: Particular requirements - Flexible conduit systems SANS 61386-23	Latest	
8	Low-voltage surge protective devices Part 1: Surge protective devices connected to low voltage power distribution systems – requirements and tests SANS 61643	Latest	
9	Lights supplied from the “Unit normal 400V” supply. Normal lights	Latest	
10	SANS 529 SABS 529 2007 3 Heat-resisting wiring cables	Latest	

**Table 2: List of cable types used**

**Table 3: Quotation and Invoice template**

SAP line item:
Item name (as per price list):
Item price (as per price list):

Quantity:		(Units of measure)
Description:		
Item Total		

- i. Each quotation includes the offered starting date and completion date.
- ii. When a quoted offer is accepted by means of a task order, the offered starting dates and completion dates becomes the starting dates and completion dates, respectively, of the task order.

## 2 Quality requirements

- i. The Contractor complies with the Contract Service Manager Quality Requirements as specified in Eskom Generation Standard GGS 0462 in to the Scope.
- ii. For a job where the Contract Service Manager deems that a quality plan is necessary, the quality control documentation is submitted to the Contract Service Manager or his delegate within 3 (Three) days after the job is requested, prior to the start of the job.

## 3 Defects Correction Period

Due to the different nature of defects, and the different risks associated with trips, the defect correction period as specified in the Contract Data varies per defect, as indicated by the *Contract Service Manager*.

- Priority 1 – 24 hours – All modifications which may affect the operation of Matla Power Station.
- Priority 2 – 2 days – Investigations and feasibility studies.
- Priority 3 – 1 week – Repairs.

Management strategy and start up.

### The Contractor's plan for the service

N/A

## Management meetings

Monthly meetings are held monthly for the duration of the service contract to discuss Assessment as well as performance of the contractor.

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:
Risk register and compensation events	Weekly on _Monday's_ at _14:00_		



Overall contract progress and feedback	Monthly on 25th at Contract Supervisors' office	Unit 1 16m level offices	<i>Employer, Contractor and supervisors.</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *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.

### **Contractor's management, supervision and key people**

Contractor is to observe and adhere to Eskom's Power Station Safety, Health, Environment and Quality regulations. The contractor must supply the employer with a fully completed Contractor's safety file, as required by law. The contractor is responsible for adequate PPE and yearly medical screening of his personnel, at his own costs. Knowledge of the product and its adverse effect on the environment must be minimized to prevent any liability to the Power Station by the contractor through proper procedures and good housekeeping.

### **Provision of bonds and guarantees**

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

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

### **Documentation control**

All Contractual communication is in the form of emails, letters, notifications and minutes of a meeting and will make reference to the Employer and the employer's representative, the contract number, contract title and a single topic of discussion for each transmittal i.e. one email for single topic of discussion. Maintenance/Service books need to be provided by contractor in triplicate format for record keeping in machine rooms and handed in to Contract Supervisor for record keeping.

### **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

Eskom Holdings Ltd Generation  
Matla Power Station  
Finance Department

ESKOM HOLDINGS SOC LTD  
SIZING, SELECTION, SUPPLY, INSTALL, COMMISSIONING OF VARIOUS LIGHTING AND SMALL POWER DISTRIBUTION  
PANELS AND EQUIPMENT, INCLUDING DE-COMMISSIONING AND REMOVAL AND SCRAPPING OF OLD LIGHTING  
DISTRIBUTION PANELS AT VARIOUS AREAS OF THE SLURRY PLANT  
and include on each invoice the following information:

CONTRACT NO

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

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

### Contract change management

N/A

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

N/A

### Insurance provided by the *Employer*

Refer to the insurance part of the contract

### Training workshops and technology transfer

Integrated Business Training (IBI) must be attended yearly as well as any specialised training related to the service to be provided at each plant.

### Design and supply of Equipment

All tools and equipment provided by the *Contractor* is to be SABS compliant and be fully functioning and to be checked daily as to whether it complies with the necessary health, safety and environmental requirements of Matla Power Station. As per manufacture specifications and or testing equipment must be calibrated annually and proof of certificate must be provided. A list of tools must be handed in for records.

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

#### Equipment

All equipment and tools provided to the Contractor by the Employer are returned fully functioning as given for providing the service by the *Contractor*.

#### Information and other things

N/A

### Management of work done by Task Order

All work is performed in accordance with the Task Order provided.

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

#### 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: Kersemi Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Service Information.

## Environmental constraints and management

Matla Power Station is ISO 14001 complaint, All spillage (oil, grease, diesel, chemical etc.) are prevented at all times and where accidents occurred in line with any spillages, immediate remedial actions are taken to clean-up the affected land using the appropriate spill-cleaning chemical/absorbents. All spillage must be reported and the contractor must have the emergency plan for accidental spills.

All chemical containers must be in a bund area (No chemical container should be placed on the ground). Report all chemical spillage and chemical change and update the MSD. Include the emergency plan for accidental spills.

All activities listed in the National Environmental Act 107 of 1998, Regulation 544 and 545, must have Authorisation before commencement of work. The contractor shall comply with all applicable legal and other requirements. The polluter pays principle will be applied. The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (OMOP 4090). The last payment will be processed based on the status of the last housekeeping check sheet (Annexure G: OMOP 4018) of designated area. EMS file based on ISO14001 will be required.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

## Quality assurance requirements

The contractor ISO 9001:2000 registration certificate of compliance must be supplied with tender. If the contractor is not registered, contractor will supply with his tender document with their quality policy.

All chemicals supplied to Matla Power Station Ash water system must be accompanied by a Certificate of Analysis and MSDS. List of hazardous chemicals to be used with MSD eg herbicides. Valid ISO 9001:2008 certificate OR objective evidence of a Quality Management System which is ISO 9001:2008 compliant. Completed assessment Annexure A of OMOP 4402. Adhering to quality requirements as per the QM58 procedure.

## Procurement

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

## People

### Minimum requirement 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. Minimum of people should be as per the price list with their certificates and training requirements.

### 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.

## Subcontracting

### 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.

### Subcontract documentation, and assessment of subcontract tenders

See under SD&L undertaking above

### Limitations on subcontracting

See under SD&L undertaking above

### Attendance on subcontractors

See under SD&L undertaking above

## Plant and Materials

### Specifications

As stated in the scope of work.

### Correction of defects

As stated in the scope of work.

### *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*.

### 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.

**Plant & Materials provided “free issue” by the *Employer***

As stated in the scope of work

**Working on the Affected Property**

As per scope of work.

***Employer’s* site entry and security control, permits, and site regulations**

The contractor shall liaise with Matla Power Station’s Security staff in order to obtain temporary permits for his staff and vehicle.

Personnel and vehicle entering and leaving the site are subject to routine searches and substance abuse testing.

The contractor will have to obtain a gate permit from the Employers Representative, before materials and equipment can be removed from the site. The gate permit gives and itemize list of materials and equipment to be removed from site.

**People restrictions, hours of work, conduct and records**

Contractor to start work on Mondays to Thursdays at 7:00 to 16:15  
Fridays 7:00 to 12:00.

**Health and safety facilities on the Affected Property**

As stated in the scope of work.

**Environmental controls, fauna & flora**

As stated in the scope of work.

**Cooperating with and obtaining acceptance of others**

As stated in the scope of work.

**Records of *Contractor’s* Equipment**

As per scope of work

**Equipment provided by the *Employer***

N/A

**Site services and facilities**

**Provided by the *Employer***

Ablution Facilities, Offices and Equipment Room.

**Provided by the *Contractor***

N/A.

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

As per scope of work

**Hook ups to existing works**

N/A

**Tests and inspections**

**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].

**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.