



NEC3 Term Service Contract (TSC3)

Between Eskom Holdings SOC Ltd (Reg. No. 2002/015527/06)

and (Reg No. 2009/114272/23)

for UNIT 1-10 PF BURNER, DUCTING & DAMPER
REPAIR CONTRACT ON AN “AS AND WHEN
REQUIRED” AT HENDRINA POWER STATION

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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:

UNIT 1-10 PF BURNER, DUCTING & DAMPER REPAIR CONTRACT ON AN "AS AND WHEN REQUIRED" AT HENDRINA POWER STATION 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s) _____

Name(s) _____

Capacity _____

**for the
Employer** **Eskom Holdings SOC Limited**

(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	[•]	[•]
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 _____
(Insert name and address of organisation)

On behalf
of
Name &
signature
of witness _____

Date _____

(Insert name and address of organisation)

Eskom Holdings SOC Limited

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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 (June 2005) ²	Appendices – A (Policies, procedures and standards) and B (Scope of work /service information)
10.1	The <i>Employer</i> is (name):	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,
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager(s)</i> is (name):	Nqatyiswa Nkabinde
	Address	Hendrina Power Station Private Bag X1003 Pullenshope 1096
	Tel	013 296 3695
	e-mail	nkabinnq@eskom.co.za
11.2(2)	The Affected Property is	Boilers 1-10 Burners banks A-F from 40ft to 93ft
11.2(13)	The <i>service</i>	UNIT 1-10 PF BURNER, DUCTING & DAMPER REPAIR CONTRACT ON AN "AS AND WHEN

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

REQUIRED" AT HENDRINA POWER STATION		
11.2(14)	The following matters will be included in the Risk Register	Any matter that has cost implication outside the agreed terms Any matter that may delay the delivery Any quality related issues Any matter deviates from the specification Any access issue due to force majeure such as protests, covid restrictions
11.2(15)	The Service Information is in	Part 2: Scope of Work on appendix B
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 working days
2	The Contractor's main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Within 24 hours of task order issuing
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	36 months on an as and when required
4	Testing and defects	
42.1	The defect correction period is	Defect date is 52 weeks after completion of each Task Order. The defect correction is 24 hours from the notification received from the service manager
5	Payment	
50.1	The <i>assessment interval</i> is	On completion of activities as assessed and agreed upon on the assessment date as per task order/activity schedule.
51.1	The <i>currency of this contract</i> is the	the South African Rand
51.2	The period within which payments are made is	Within four weeks after receiving the tax invoice
51.4	The <i>interest rate</i> is	zero percent above the prime lending rate in force from time to time at the Standard Bank of South Africa for amounts due in Rands and the LIBOR rate applicable at the time for amounts due in other currencies.
6	Compensation events	
	These are additional compensation	As per the terms and conditions and Z9

	events:	clauses of NEC3 Term Service Contract.
7	Use of Equipment Plant and Materials	Equipment, Plant and Material as stated in the scope of work and provided by the <i>Employer</i> and the <i>Contractor</i> respectively.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Delayed access due to Outage start date or time movement 2. Delayed access due to Interface of work with others 3. Some Outages might be moved earlier than anticipated 4. Required emergency Service due to operational needs
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (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 http://www.eskom.co.za/live/content.php?Item_ID=9248
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 http://www.eskom.co.za/live/content.php?Item_ID=9248
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>.
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:	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 Rand).
9	Termination	As per the Z11 clauses of NEC3 Term Service Contract.

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 <i>service</i> at intervals no longer than	7 days of accepting the contract
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> and the dispute mechanism is (name):	Will be appointed when a dispute arises, 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.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
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	South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	
	The proportions used to calculate the Price Adjustment Factor are:	10% fixed 90% subject to labour index C3 (a)
X2	Changes in the law	
	A change in the law of the country in which the Site is located is a compensation event if it occurs after the Contract Date. The <i>Project manager</i> may notify the <i>Contractor</i> of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.	
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 amount of the deductibles relevant to the event described in the "Format TSC3"

	damage to the <i>Employer's</i> property is limited to	insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 (twelve) months after the end of the <i>service period</i> .
X19	Task Order	<p>Delay Damages will be incorporated to the each issued task. In instances where the Service Provider misses a key date as per the agreed schedule, The following penalties/ delay damages shall apply;</p> <p>For the first 6 hours <i>Service Provider</i> delay due to non-conformance by the, the Employer will be entitled to deduct 5% of the total Task Order value.</p> <ul style="list-style-type: none"> - For up to 12 hrs delay due to non-conformance by the <i>service provider</i>, the <i>Employer</i> will be entitled to deduct 10 % of the total Task Order value. - For up to 24 hrs delay due to non-conformance by the <i>service provider</i>, the <i>Employer</i> will be entitled to deduct 15 % of the total Task Order value.

		<ul style="list-style-type: none"> - For any delay more than 48 hrs due to non-conformance by the Contractor, the Employer will be entitled to deduct 20 % of the total Task Order value.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	14 (Fourteen) days of receiving the Task Order for planned outages and 2 (Two) days for unplanned outages.

Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
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.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).	
Z4.2	The <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> 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. <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the	
	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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> 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 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

- 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

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 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
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 info@thurlowassoc.com

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.z

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1. Name: Job: Site Manager Responsibilities: Qualifications: Experience: 2, Name: Job: Supervisor Responsibilities: Qualifications: Experience: 3. Name: Job: Assistant supervisor 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	Part 2: Pricing data
11.2(19)	The tendered total of the Prices is	Rates Only

PART 2: PRICING DATA

TSC3 Option A

Document reference	UNIT 1-10 PF BURNER, DUCTING & DAMPER REPAIR CONTRACT ON AN “AS AND WHEN REQUIRED” AT HENDRINA POWER STATION	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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*

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 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.

All hourly rates include:

Labour, Transport, Tools/Equipment.

All rates are exclusive of VAT.

_____ % allocated to safety, health and environment.

C2.2 the *price list*

ALL HOURLY RATES ARE INCLUSIVE OF THE FOLLOWING COSTS:

Outage

1. TRANSPORT
2. TRAVELING TIME
3. ACCOMMODATION
4. LABOUR
5. TOOLS & EQUIPMENT
6. CONSUMABLES

RATE SCHEDULE (EXCLUDING VAT)

	Preliminaries & Generals			
15	Site establishment	Once off	1	1
16	Site de-establishment	Once off	1	1

QTY	Description	Unit	Hours	Total Price
Normal Hours				
1	Site Manager	EA	2200	
1	Supervisor	EA	2200	
1	Safety officer	EA	2200	
1	Quality controller	EA	2200	
1	Planner	EA	2200	
7	Mechanical Fitters	EA	2200	
7	Technical assistance	EA	2200	
2	Riggers	EA	2200	
4	Welders	EA	2200	
7	General workers	EA	2200	
Saturday overtime				
1	Supervisor	EA	1350	
1	Safety officer	EA	1350	
1	Quality controller	EA	1350	
1	Planner	EA	1350	
7	Mechanical Fitters	EA	1350	
7	Technical assistance	EA	1350	

2	Riggers	EA	1350	
4	Welders	EA	1350	
7	General workers	EA	1350	
Sunday overtime				
1	Supervisor	EA	1350	
1	Safety officer	EA	1350	
1	Quality controller	EA	1350	
1	Planner	EA	1350	
7	Mechanical Fitters	EA	1350	
7	Technical assistance	EA	1350	
2	Riggers	EA	1350	
4	Welders	EA	1350	
7	General workers	EA	1350	

PART 3: SCOPE OF WORK

Document reference	UNIT 1-10 PF BURNER, DUCTING & DAMPER REPAIR CONTRACT ON AN “AS AND WHEN REQUIRED” AT HENDRINA POWER STATION	No of pages
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	Table of content	25
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

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PART C 3

1. SCOPE OF WORK / SPECIFICATIONS

The scope of service in this contract relates to the management, supervision, labour, consumable supply, provision of equipment, administration, warehousing and storage related to the service of refurbishment and repairs of PF burners on boilers 1 to 10 @ (Hendrina Power Station)

1.1 Employer's requirements for the service

The *Service Provider* will be expected to perform/carry out the activities [stated below] on the boiler burners under the instruction of Outage Management and Boiler Engineering at Hendrina Power Station and the outputs will be used to measure the performance of the contractor:

1. Descriptions of the works

The supply of the following resources:

- Management
- Supervisory
- Labour
- Equipment
- Tools
- Storage
- And any other items deemed necessary by the employer for the proper execution of the whole of the works covered by this enquiry or arising there from including lifting equipment

PF Burners boilers 1-5

Loosening of the bolts and to take out the burner(s)

- Rigging of the PF burner assembly and/or chassis assembly and safely place them on the floor grating as well as at times moving such components to the repair workshop when required.
- Disconnect bolts and nuts from the burner chassis and remove burner end covers plates for welding repairs.
- Disconnect or cut the worn front end tube of the PA tube section assembly and safely rig them to floor.
- Perform the necessary repairs by prepping the remaining section of the PA tube and the new formed front end section of the tube.
- Align the two components peripherally and perform the tack welds such that a weld assembly is formed and finally complete the seal weld accordingly. The PA tube assembly will then be completed.
- Perform any repairs arising from wear damages on any section of the PA tube that may require hot work repairs.
- The weld repairs shall apply to all PF burner components with significant wear damages or any damages on conduits that could potentially compromise the

integrity of the plant during operation such as those that results in PF and Combustion air leakages if not attended to.

- These include among others production pipe connecting the burner, PA tubes , Elbow end cover plates, Regulation rods, Wind boxes, Air register assemblies, Secondary damper assemblies, Ducting and mechanical actuators.
- Shop fabrication of elbow end cover plates from steel plates

Thickness survey

The following areas to be surveyed

- PA tubes
- Elbows
- Wear plates
- Regulating rods
- Elbow end plates
- Air register vanes in severe cases
- Inserts to be done on PA if holed subject to approval by boiler engineering.

Work to be done on the burners during opportunity maintenance

- Minor repair work involving partial or sectional replacement of damaged parts and involving hot work and weld build up on PA pipes
- Regulating rods
- Welding build up on elbow end cover plates and stuffing boxes.
- PA pipes and Elbows to be visually inspected for holes, gasket damages and repaired
- Damper vanes to be inspected for holes and wear
- Repair the wind box skin casing, dampers and any other parts such as inspection doors as well as replacement of gaskets or gland packing
- Inspect wind box casings for corrosion and erosion
- Inspection of all moving parts of the damper control mechanism or mechanical actuators.
- Replacement of pins, nuts, washers and pins and Circlips of the control links and vanes of the air register/damper assembly.
- Servicing of the control mechanism or actuator and recondition accordingly or overhaul when seized. This may include reconditioning or replacement of gears, bearings and bushes.

Work to be done on the burners during outages

- Shop fabrication of PA pipes
- Replacement of regulating rods
- Weld repairs of wear plates stuffing boxes in some cases or replacement of elbow end plates.
- Refurbishment or replacement of PA pipes and Elbows based on damage.
- Replacement of Wear plates
- Repair the wind box inspection doors as well as replacement of gaskets or gland packing
- Thickness surveys on wind box casings for thickness and erosion
- Inspection or replacement all moving parts of the adjusting control mechanism or actuator based on damage.

- Replacement of pins, nuts, washers and pins and Circlips of the control links and vanes of the air register assembly.
- Servicing of the control mechanism or actuator and recondition accordingly or overhaul when seized. This may include reconditioning or replacement of gears, control links, bearings and bushes.

PF Burners in boilers 6-10

Remove burners

Take note

- Electrical control box to be removed before work is started
- Disconnect electrical cabling adjacent to floor
- Check fuel oil valve close , inlet and outlet above floor
- Hook chain block on centre of the burner to support the weight of the burner (as close as possible) to the wind box

Loosening of the bolts

- Start loosening bolts on the face that enters wind box, 40 bolts to loosen welded to casing. There are cast iron blocks that are used to tighten down burner to face of wind box. The cast iron blocks (clips) must be removed and kept in a safe place
- The core air duct must be removed after electrician has disconnected the core air dampers, 24 bolts to be removed
- Production piped must be supported before bolts can be removed, there are blocks (clips) used from production pipe that tighten onto the burner bottom flange
- Air pipes for core air dampers must be removed from valve up to core air damper

To take out burner

- The weight must be controlled with 2 ton chain block
- Two chain pullers on both sides of burner must be operated slowly to prevent the burner hitting the pipes for oil burner
- When the burner is out, the burner must swirl to the opposite side to pass the oil pipes
- After the burners has been removed, it must be secured to the grating before removal of rigging equipment

Work to be done on the burner

- Remove the Swirlers and make sure that the Swirlers are cut correctly so that they can be refitted after work on burner is completed
- The PA tubes has to be cut close to the face (Bennox)
- The face is ground clean for replacement of pa tubes
- While PA tubes is down the guide plates must be fitted on the inside of the PA tube and stainless tip
- The PA tube prepared (30 deg. angle) as well as the stainless tip according to the old size and the PA tube size to be cut to get correct size.
- All burner sizes to be checked, the length and stainless tip according to the old size and PA tube side to be cut off to get the correct size

- The core air tube must be inspected for holes and broken/missing tiles, if the core air tube is badly worn then it has to be replaced with new one
- When replacing PA tubes, ensure that they are fitted to the face
- Repair burner casing window patching subject to the approval by the system engineer responsible for the plant or replace complete section with new.
- Welding must be 20mm
- Use correct or reasonable amount of welding current in all cases to avoid excessive spatter and ensure slack is always removed without exception.
- Inspect and renew eroded liners
- Swirlers adjusting link/arm to be removed
- Swirlers adjusting link/arm stuffing boxes to be opened and refurbished
- Swirlers arm reduction gearboxes to be opened, cleaned, greased and closed
- Swirlers have to be replaced in same position with the fitted round bar

Other work to be done on burners, core air ducting and secondary ducting

- Welding build up on face plate
- Welding build up on front plate
- Inner and outer doors to be visually inspected for holes
- Round bar for gasket on door to be checked
- Square to round must be inspected for holes
- Core air duct to be inspected for holes and wear

Other work to be done on Secondary ducting

- Disconnect all linkages from the dampers such that each damper can be manually controlled by a human hand.
- Manually open and close the dampers alternately via the crank arm of the damper and note the condition each damper vane periphery for wear and erosion of seats.
- Visually examine for wear and erosion on the inner walls of the ducting along the sector swept by radius of the damper vane.
- For all stuck dampers, examine the bearing shaft and bushes for severe erosion, bending or misalignment and correct

Other work to be done on Core air ducting

- Refurbish all damaged damper seats for tight air sealing based on damage.
- Inspections for leakages, damper alignment and repairs and replacement
- Replacement of damaged of bearings/bushes where applicable and other miscellaneous components.
- Inspections and testing of pneumatic actuators of core air dampers.
- Removal and installation of pneumatic actuators of the core air dampers.

Thickness survey

The following areas to be surveyed

- PA tubes
- Front plate
- Face plate
- Inserts to be done on face plates if holed
- Half-moon rear
- Square to round core air

1 Management strategy and start up.

1.1 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.

1.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	After the acceptance of contract by service provider	MS Teams or Pit stop boardroom	Buyer, Quality, Safety, Engineering, Environmental and service managers
Outage meetings	Daily during the outages	MS Teams or Pit stop boardroom	<i>Service Providers, Outage team, maintenance team.</i>
Management and Contractor partners monthly safety meeting	Monthly	Auditorium	<i>Site Manager</i> and safety officer
Unit specific plant area post outage review meeting	2 weeks after RTS	TBA	All stakeholders involved in outages including service providers
Outage scope of work challenge meeting	As and when required	TBA	<i>Site Manager</i> and supervisor
Overall unit specific post outage review meeting within 1 month after RTS	1 month after RTS	TBA	All stakeholders involved in outages including service providers
Unit specific clarification meeting	6 months before the outage	TBA	All stakeholders involved in outages including service providers

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 are submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

1.3 Documentation control

All contractual communications are in the form of properly compiled letters with the contractor's logo or forms attached to e-mails and not as a message in the e-mail itself. All documents are kept in the contract file as per the index of the file by the *Service Manager*.

1.4 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Limited
Hendrina power station
Private Bag x1003
Pullenshope
1096

Eskom Vat Number: **4740101508**

and include on each invoice the following information:

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

1.5 Contract change management

The Following forms are to be used in the administration of this contract and not limited to the following:

- Delegation of *Service Managers* actions
- Notification of default
- Instruction by the *Employer*
- PF14 Termination certificate
- PF3 *Service manager's* instruction
- PF5 Early warning by the contractor
- PF10 Payment certificate
- PF11 Notification of compensation event 61.1.
- PF11 Notification of compensation event 61.2
- PF11 Notification of compensation event 61.3

1.6 Records of Defined Cost to be kept by the *Service Provider*

The *Service Provider* provides the *Employer* with the written agreement of the records of people employed by the contractor during the agreed compensation event, the plant worked, materials, work subcontracted by the Contractor (if any) and equipment used and /or hired. Hard copies of all the cost (Payment certificates) is kept in the contract file as a record.

1.7 Training

The *Service Provider* sends the minimum of two of his Personnel i.e. Welders or Fitter or Supervisor to attend PSR course offered free of charge by the *Employer* excluding accommodation and travelling (Accommodation and Travelling will be at *Service Provider's* cost). The Personnel are expected to pass and complete the course and be authorised as RP's (Responsible Person) as per Plant safety Regulation within 3 months after contract award, failure which the Contract will be terminated as this will pose the risk against the *Employer* in executing Outage scope in relation to this Contract

1.8 Design and supply of Equipment

The *Employer* is responsible for the design, approval, supply, installation, any documentation, monitoring and other processes of new technology and any plant modification implemented in the plant with installation assistance from the *Service Provider*.

All the new designs, modifications, drawings, documentation, test results, relevant information remains an Eskom property.

1.9 Management of work done by Task Order

As per clause X19.

2 Health and safety, the environment and quality assurance

2.1 Health and safety risk management

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* daily from 09:00 to 11:00, free of charge prior to commencement of any *works*. This is a two (2) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

- (a) The *Contractor* works strictly to regularly updated risk assessment.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* barricades the entire perimeter of the site.
- (d) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (e) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (f) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- (g) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (h) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (i) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (j) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (k) The *Contractor* complies with the health and safety requirements contained in Appendix A, B, C and D with the package of this contract.
- (l) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *Consultant* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (m) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:

- Injury caused by hand tools
- High noise level
- Falling when working at heights
- Welding which may result in burning
- Movement of stairs while walking
- Falling into open trenches while walking

- (n) Any tampering with the *Employer's* fire equipment is strictly forbidden
- (o) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times
- (p) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555
- (q) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (r) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

Annexure B

- Health and Safety plan/OHS manual
- H&S costing
- Baseline OHS risk assessment
- Valid letter of good standing or equivalent (LOGs)
- OHS policy (must be signed)
- Proof of OHS competency

2.2 Environmental constraints and management

The *Contractor* complies with the environmental criteria and constraints stated in this contract.

Detailed on the listed procedures, policies and standards on appendix A.

2.3 Quality assurance requirements

- The *Contractor* complies with the Quality Plan, work procedures, witness and hold points identified as per ISO standards stated by Employer.
- Service Provider to comply with Employer's quality requirements.
- Service Provider to submit QCP for approval before the execution of works.

- Approved data packs must be submitted at site document control centre for registration at the end of each task order for the specific unit

2.4 People

2.4.1 Minimum requirements of people employed

To be provided by SD&L

2.4.2 BBBEE and preferencing scheme

To be provided by SD&L

2.4.3 SD & L

2.5 Subcontracting

2.5.1 Preferred subcontractors

Not applicable

2.5.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

2.5.3 Limitations on subcontracting

Not applicable

2.5.4 Attendance on subcontractors

Not applicable

2.5.5 Plant & Materials provided "free issue" by the *Employer*

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required.

Power is available at the existing points. The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The Contractors' Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

The Contractors' electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date. The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance. All Contractors' electrical distribution boards are earthed to the steel structure of the plant.

The Employer provides the Contractor access to identified existing ablution facilities.

The Contractor maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Project Manager. The Contractor restores the site to its original state i.e., clean and no rubble. Inspection is held by the Project Manager and signed off.

3 Working on the Affected Property

Refer to the relevant policies, procedures and standards on appendix A of this contract.

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

HSPHO/020 Protective Services – Access Control System Procedure to be attached as annexure

3.2 People restrictions, hours of work, conduct and records

The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to records or time sheets at any time. These records may be needed when assessing compensation events.

3.3 Environmental controls, fauna & flora

HSSSPA/105 Procedure to be attached as an annexure

3.4 Records of *Service Provider'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.

- Any electrical board, equipment/machine shall have a valid COC and issued to EMD before request for connection is made.
- Additional machines, owned or hired shall be registered on SAP and have a maintenance, service and test plan.
- All electrical tools shall be registered and inspected before used as per the maintenance, service and test plan
- Notification shall be created to request scaffolding and for the removal
- Removal of any equipment of tool from the premises shall be through the S5 permit 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.

Item	Date by which it will be provided
Overhead crane	24 hours notifications
Forklift	24 hours notifications
Scaffolding and platforms	24 hours notifications
Mobile crane	24 hours notifications

3.5 Site services and facilities

3.5.1 Provided by the *Employer*

Item	Date by which it will be provided
Electricity 380 volt and 220 volt cords	24 hour notification
Compressed air at 1 bar	24 hour notification
Water	24 hour notification
Safety harnesses	24 hour notification
Waste disposal bins	24 hour notification
Spillage absorbent and cleaning detergents	24 hour notification
Fire protection system and Proto team	As and when required
Office area	Site establishment
Work area	Site establishment

Note: the *Contractor* shall provide everything else necessary to execute the Service.

3.5.2 Provided by the *Contractor*

Any equipment required to execute the scope of work

3.6 Control of noise, dust, water and waste

Noise control: Custom made hearing protection (Variphones) required for all the workers.

3.7 Hook ups to existing works

Service provider to hook up at heights using plant identified by Employer.

5 List of drawings

Relevant drawings are issued by the *Employer* to the contractor after the contract has been issued. These drawing will remain an Eskom property and *Service Provider* needs to have the correct revision.

Drawing number	Revision	Title