



NEC3 Term Service Contract (TSC3)

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

**for Provision of Hazardous Location Inspection, Repairs and Maintenance for a
Period of 60 Months**

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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:

Provision of Hazloc Maintenance, Repairs and Inspection for a Period of 60 Months

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	Tax (VAT).	

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:**

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*.

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.

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

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.

Name & signature of witness _____ Date _____

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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 authorized 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:

Signature

Name

Capacity

On behalf of
(Insert name and address of organization)

Name & signature of witness

Date

For the Employer


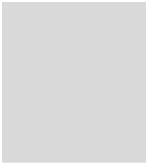
.....
Tebogo Lekalakala

.....
General Manager - Hendrina Power Station
Eskom Holding Soc Ltd
Hendrina Power Station,
.....
(Insert name and address of organization)

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <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
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
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
	Tel No.	
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	Njabulo Ngcobo
	Address	Hendrina Power Station Private Bag X 1003 Pullenshope, 1096
	Tel	+27 13 296 3011
	Fax	N/A
	e-mail	

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

11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The <i>service</i> is	provision of Hazloc Maintenance, Repairs, and Inspections for a period of 60 months
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <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	1 Day
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	
5	Payment	
50.1	The <i>assessment interval</i> is	End of each month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
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 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 <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event</p>

		of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	1
7	Use of Equipment Plant and Materials	Check spares list under pricing
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1.
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 Rands)..
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .

10	Data for main Option clause			
A	Priced contract with price list			
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		1 weeks.	
11	Data for Option W1			
W1.1	The Adjudicator is (Name)		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 Adjudicator nominating body 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 tribunal is:		arbitration	
W1.4(5)	The arbitration procedure is		the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.	
	The place where arbitration is to be held is		South Africa	
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is			
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			15%	non-adjustable
			45%	Labour
			40%	Materials
			100%	
X2	Limitation of liability		No data is required for this Option	
	Changes in the law			
X17	Low service damages			

X17.1	The contractor is liable for poor services and an NCR will be issued for non- compliance and poor services. The contractor won't be paid for re-work.
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	for indirect or consequential loss is limited to	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/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"> Defects due to his design, plan, and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <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	At the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	3 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	1 month

Z **The *additional conditions of contract* are**

Z1 to Z11 always apply.

Z1 **Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 **Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the 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.
- 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 ltholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.ltholeng@eskom.co.za

Part two - Data provided by the Contractor

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

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PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	Page No.
C2.1	Pricing assumptions: Option A	18
C2.2	The <i>price list</i>	20

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 price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the Contractor has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

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

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

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 correcting 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*

Labor services

Item nr	Description	Quantity of labour	Unit	Quantity of Hours	Rate	Price
	Normal Working Hours					
1	Site supervisor	1	Hour	10 400		
2	Master Installation Electrician	1	Hour	10 400		
2	Electrician	5	Hour	52 000		
3	Semi-skilled Electrician	5	Hour	52 000		
4	Site Manager	1	Hour	10 400		
5	Safety Officer	1	Hour	10 400		
6	Quality Inspector	1	Hour	10 400		
7	Fire watcher	2	Hour	20 800		

The total of the Prices

Item nr	Description	Quantity of labour	Unit	Quantity of Hours	Rate	Price
	Overtime for Sundays					
1	Site supervisor	1	Hour	600		
2	Master Installation Electrician	1	Hour	600		
3	Electrician	5	Hour	3000		
4	Semi-skilled Electrician	5	Hour	3000		
6	Site Manager	1	Hour	600		
7	Safety Officer	1	Hour	600		
8	Quality Inspector	1	Hour	600		
9	Fire watcher	2	Hour	1200		

The total of the Prices

Item nr	Description	Quantity of labour	Unit	Quantity of Hours	Rate				
						Price			
	Overtime for Saturdays								
1	Site supervisor	1	Hour	600					
2	Master Installation Electrician	1	Hour	600					
3	Electrician	5	Hour	3000					
4	Semi-skilled Electrician	5	Hour	3000					
6	Site Manager	1	Hour	600					
7	Safety Officer	1	Hour	600					
8	Quality Inspector	1	Hour	600					
9	Fire watcher	2	Hour	1200					

The total of the Prices

ADDITIONAL SERVICE

Item nr	Description of the services	Unit	Quantity	Price
1	Draw Hazardous location classification drawings as per SANS 10108	each	56	
2	Draw Electrical drawings for circuits in the hazardous locations	each	100	
3	Sending equipment to ATL to obtain IA certificates	each	600	
4	Calibration of hydrogen sensors by sending them to ATL annually	each	70	
5	Complying with risk assessment for each classified hazardous location	each	120	
5	Issuing of Certificate of Compliance for all electrical installations in hazardous locations per circuit were applicable	circuits	1500	
6	Compile documentation for each hazardous location as per SOW indicated, index per file	each	75	

PRELIMINARY AND GENERAL

Item Nr	Description	Unit	Quantity	Price
1	Site -establishment	Sum	1	
2	Safety file	Sum	1	
3	Personal Protective Equipment (safety boots, hard hat, overalls)	Yearly 3 per employee	255	
4	Transport	Monthly	60	
5	Employee Medicals	Yearly for all employees	85	
6	Steel drill bites from sizes (1-13mm)	Set	20	
7	Concrete drill bites from (size 5-13 mm)	Set	20	
8	Dust mask box (20 per box)	5 boxes per month	300	
9	Safety glasses	Every 3 months	340	
10	Fisher plugs size (6-13 mm)	Sets	500	
11	Disposal overalls	Each	4420	
12	Site de-establishment	each	1	

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

Works Information

This maintenance scope is for all the necessary operations that the contractor needs to make sure that repairs, maintenance and inspections are in a classified hazardous location.

There is a need for person(s) maintaining, inspecting and repairing the classified hazardous location in the station to be authorized by the Employer in PSR so that they can take out permits and be responsible for that plant area. They also need to be trained in hazardous locations to do inspections, maintenance and repairs. Certification of this training must be supplied to the Employer.

Provision of classified hazardous location Repairs, Inspection, and Maintenance for a Period Of 60 Months

1. INTRODUCTION

1.1 EMPLOYER'S OBJECTIVES AND PURPOSE OF THE SERVICE

The contract is for the provision of maintenance, repair and inspection services at Hendrina Power Station for classified hazardous location areas.

- Ensure all classified compliant hazardous location areas are inspected within 24 months.
- Deviations are rectified after inspections.
- Maintain any deviations arose from the inspections such as defective lights.
- Ensure that all circuits within classified areas are compliant.
- Ensure that all conductive materials are bonded to earth and sufficiently earthed.
- Issue CoC for all classified hazardous location areas after repairs are completed.
- Ensure that each classified area has a file, and its documentation is kept current and continuously updated for any repairs and inspections or modifications

It is the service provider's responsibility to ensure that the classified hazardous location areas are inspected, maintained and repaired as well as kept compliant.

1.2 OPERATING PHILOSOPHY

Hendrina power station operates on 24-hours, 7 days a week continuously. However, the inspection, maintenance and repairs of hazardous location areas will be done from Monday until Friday in a week with that been said if it's necessary for service provider to come onsite over weekend will be indicated as such to the service provider.

1.3 MAINTENANCE PHILOSOPHY

The contractor provides all services, specialized tools and equipment, specialist personnel and all associated workshop repair services to accomplish and execute the requirements of the service information. The services will support continuous maintenance, repairs and inspections in the classified hazardous locations. The work shall be performed on existing and/or new installations and shall comply with excellent engineering and maintenance practices and standards, and conform to the legal, environmental, and other Eskom specifications, procedures, standards and conditions prevailing at the site. Services shall/will be carried out in the following categories

1.3.1 Corrective maintenance

This is the maintenance carried out after a failure has occurred and intended to restore the circuit and/or component(s) of the classified hazardous location to its original design base and optimum functionality.

1.3.2 Preventive Maintenance

This is maintenance carried out at pre-determined intervals or corresponding to prescribed criteria and intended to reduce the probability of failure or the performance degradation of system and/or component. Lastly, to ensure that all electrical equipment in those classified hazardous locations is still in good condition and cannot act as a source of ignition as well as to ensure that it are sufficiently bonded to earth.

1.3.3 Routine Maintenance

This is time-based maintenance work that is performed in the classified hazardous locations.

1.4 LEGISLATION AND SITE REGULATIONS

The contractor conforms to all prevailing legal requirements of the Republic of South Africa, Eskom SOC Limited and Hendrina Power Station site legal requirements with special references but not limited to the following:

- Occupational health and safety act 85 of 1993 as amended and its regulations.
 - ISO 45001:2018, ISO 90001:2015, ISO 140001
 - Compensation for occupational injuries and diseases Act 130 of 1993 as amended.
 - National environmental Act 107 of 1998 as amended.
 - National water Act 36 of 1998 as amended.
 - Eskom procedures and safety requirements set out in safety, health and environmental specifications, revisions of Document 004 483
-
- Eskom procedure 32-95 Occupational, health and safety incident management procedure, revision 08.
 - Any other act or procedure deemed necessary or applicable if the work includes some toxic and/or hazardous substances or activities stipulated in this document. In this case the contractor handles hazardous substances in accordance with applicable regulations and procedures and it is disposed of by the contractor in accordance with the applicable laws.

1.5 REFERENCES

The contractor will inform and adhere to all relevant Eskom and SABS/SANS standards and procedures which are relevant to the works. If there is any ambiguity between the Employer's procedures the following shall be adopted instead.

Standards and Regulations

- SANS 10086-1 The installation, inspection and maintenance of equipment used in explosive atmosphere Part 1: Installations including surface installations on mines
- SANS 10087-3 The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial and industrial installations Part 3: Liquefied petroleum gas installations involving storage vessels of individuals water capacity exceeding 500 L
- SANS 10089-3 The petroleum industry Part 3: The installation, modifications and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations
- SANS 10108 The classification of hazardous locations and the selection of equipment for use in such Locations
- SANS 10142-1 The wiring of premises Part 1: Low Voltage Installations
- SANS 10142-2 The wiring of premises Part 2: Medium – Voltage installations above 11kV AC not Exceeding 22kV AC and up to and including 3 MVA installed capacity
- SANS 60079-10-1 Explosive atmospheres Part 10-1: Classification of areas -Explosive gas Atmospheres
- SANS 60079-10-1 Explosive atmospheres Part 10-2: Classification of areas -Combustible dust Atmospheres
- SANS 60079-0 Explosive atmospheres- Part 0: Equipment – General requirements

- SANS 60079-14 Explosive atmospheres Part 14: Electrical installations design, selection and erection
- SANS 60079-14 Explosive atmospheres Part 17: Electrical installations inspection and maintenance
- SANS 60079-14 Explosive atmospheres Part 19: Equipment repair, overhaul and reclamation
- 240-103031952 Application of Certificate of Compliance (CoC) and Safety Clearance Certificate on Electrical Installations in Generating Power Plant Work Instruction
- 240-76619615 Classification of Battery Rooms Procedures
- 36-681 Generation Plant Safety Regulations

1.6 PLANT SAFETY REGULATION (PSR) AND OPERATING REGULATIONS FOR HIGH VOLTAGE SYSTEMS (ORHVS)

- The supplier will be required to be trained and authorized in terms of the regulations stipulated above to enable him/her to take permit to work (PTW) for all classified Hazardous location to execute the works
- The contractor supervises and manages the health and safety of his/her own employees.
- Low voltage PSR permit to work is required when work is to be carried out on all classified Hazardous locations.
- Within six months from the start date the contract will be required to have his own employees To be authorized to take permits on LV plants.
- The Employer shall, on request from the Contractor, isolate the required plant from all sources Of danger as described in the PSR.
- The Employer shall on request make available a copy of the latest revision of the PSR regulations to the Contractor.
- The Contractor shall conform to all rules and regulations applicable to PSR regulations and shall complete the workers register prior to working on the plant.
- The Contractor shall always comply with two-man rule as stated in the eleven-point plan.

1.7 PLANT EQUIPMENT AND OVERVIEW

At Hendrina Powe Station, has numerous classified hazardous locations and the the areas are consisting of gas and dust. The plants have different equipment such as Electric motors, lights, emergency trip switches, control stations, panels, sensors, electric fans and siren.

2. SUPPORTING CLAUSES

2.1 SCOPE

2.1 HENDRINA POWER STATION INSPECTION, MAINTENANCE AND REPAIRS SCOPE OF WORK

2.1.1 INSPECTION OF CLASSIFIED HAZARDOUS LOCATIONS

The service provider shall do inspection, as per the SANS 60079-17. All classified Hazardous location areas must be inspected using a detailed Inspection schedule - SANS 60079-17 table. The additional Hazloc Inspection Check Sheet Template F/ESK/675 must be completed as well during the inspection. Inspection must be bi-annually to all coal dust areas and annually to areas with flammable substances then submit report detailing all deviations and status of plant. The deviation arose must be repaired and maintained. The Hazloc Inspection Check Sheet Template F/ESK/675 should be completed for each circuit in a classified area and filed on the related classified area file.

2.1.2 Inspections must always follow the following pattern:

- 1st inspection: Visual –within two years after the issue of CoC and the equipment
- 2nd inspection: Close – within two years after the 1st inspection
- 3rd inspection: Detailed – within two years after the 2nd inspection

Inspection of earthing in the hazardous location

All Ex rated equipment that are metallic will be inspected for external earthing and tested if its sufficiently bonded to earth. Earthing connections, including any supplementary earthing bonding connections area satisfactory (for example connections are tight and conductors are of sufficient cross- section), It shall be inspected in physically and visual check. Fault loop impedance (TN) System or earthing resistance (IT systems) is satisfactory. A separate report (earthing report for hazardous location) will be provided indicating all deviation with recommendations.

2.1.3 Guidelines of inspection on Ex rated equipment

NB: NOT LIMITED TO THESE POINTS FURTHER GUIDELINES CAN BE CHECK IN DETAILED INSPECTION SCHEDULE - SANS 60079-17 TABLE

- Check the following on Ex rated equipment
- Equipment is appropriate to the EPL/Zone requirements of the location
- Equipment group is correct
- Equipment temperature class is correct (only for gas)
- Equipment maximum surface temperature is correct
- Degree of protection (IP grade) of equipment is appropriate for the level of protection/group/conductivity
- Equipment circuit identification is correct

- Equipment circuit identification is available
- Enclosure, glass parts and glass-to-metal sealing gaskets and/or compounds are satisfactory
- There is no damage or unauthorized modifications
- There is no evidence of unauthorized modifications

2.2 MAINTENANCE AND REPAIRS OF CLASSIFIED HAZARDOUS LOCATION AREAS

The Service provider shall do repairs and maintenance as per the SANS 60079-17. All classified Hazardous location areas must be maintained and repaired, to ensure that plants are compliant then Issue CoCs. The MIE will have general control over the maintenance and repairs in the classified hazardous locations of electrical installations. The deviations arose during inspection will be repaired as per the findings in the report. Repairs will be conducted under the general control of MIE, all non-Ex rated equipment in the hazardous location will be removed and replaced by Ex-rated equipment and MIE will ensure that equipment is compatible for that area. Spares will be provided by the plant owner (Eskom).

2.2.1 Replacing a component with an Ex rated equipment

Maintenance on Ex rated equipment, in case where a certain component or part of the EX rated equipment needs to be replaced , the following guide lines shall be followed during re-assembling

- Before replacing a component, remove any dirt and excess grease to ensure that no greater gap than permitted will remain. Grease flanges and mating gland surfaces lightly to prevent corrosion and to facilitate future separation.
- Ensure that blind holes are so cleaned out that there is a gap between the lower end of the screw when it is fully tightened and the bottom of the hole.
- Fit washers or lock washers were only required by the design.
- Use paint, whenever necessary and applicable, to prevent corrosion, but excessive use of paint should be avoided.
- Do not use paint on the mating surfaces of flanges, but the edges may be painted. Do not cover the edges of flanges with tape.
- If possible before reassembling, check clearances relating to the flame proofing or explosion proofing qualities, such as those around shaft glands and operating rods and spindles. If excessive wear is found in a bush, replace bush. However, adequate attention of lubrication should restrict wear to negligible amount.

2.2.1.1 Maintenance and repairs on earthing

Maintenance and repairs on earthing, all metallic structure shall be earthed and bonded. All classified areas shall be installed with a earthing bar that has been proven is sufficiently connected to the mass of earth. Ex rated equipment shall be bonded to that earth bar. Test shall be conducted in the intervals of inspection to ensure that conductive materials in that area are sufficiently bonded and earthed. Where necessary an external earth will be installed to all conductive Ex rated equipment such as electric motors, extraction fans, trip switches, even though it is connected to earth via the supply cable.

2.2.1.2 Activities will be performed by the service provider

- Removing non-Ex rated equipment such as motors, lights, control station, panel etc
- Remove installation that is not in used in the area
- Install Ex rated equipment such as motors, lights, control station, panel etc
- Running of cables for installation purposes
- Cable joint when necessary, during any installation or maintenance
- Amounting of panels, lights, hydrogen sensors, extraction fans, level indicators etc
- Issuing CoCs for all classified hazardous location areas

2.2.1.3 Circuits on each plant (classified hazardous location)

The following plants will be inspected, maintained and repaired as per the circuits indicated in each plant.

NB: ANY CIRCUIT THAT IS NOT MENTIONED BELOW IS NOT EXCLUDED TO THE SCOPE, SERVICE PROVIDER SHALL REPAIRED ALL ELECTRICAL INSTALLATION IN THE CLASSIFIED HAZARDOUS LOCATION

Main hydrogen generating plant (Outside and inside)

- Lighting circuits

2. Unitized hydrogen skid basement (unit 1-10)

- Lighting circuit X10
- 3-phase sockets circuits

3 Main oil tank (unit 1-10)

- Electric motor circuit X 20

4 Hydrogen unitized plants (unit 1-10)

- Electric motor circuits X10
- Lighting circuits X10
- Hydrogen breaker circuit X10

5 Generator brush gear canopy (unit 1-10)

- Lighting circuit X10

24V DC battery rooms (unit 1-5)

- Lighting circuit X5
- Extraction fan circuit X5
- Hydrogen sensor circuit X5
- Fire detector circuit X 5

24V DC battery rooms (unit 6-10)

- Lighting circuit X5
- Hydrogen sensor circuit X5
- Fire detector circuit X 5
- Emergency lighting circuit

220V DC station battery room(1A&1B,2A&2B,3A&3B,4A&4B)

- Lighting circuit X4
- Extraction fan circuit X8
- Hydrogen sensor circuit X4

Ammonia dosing plant (unit 1-10)

- Electric motor circuit X 20

North and South bulk fuel oil tanks plant

- Level sensor circuit X8

North and south fuel oil plant transfer pump house

- Lighting circuit X2
- Electric motor circuit X4
- Extraction fan circuit X4

North and south bulk fuel oil service pump house

- Lighting circuit X2
- Electric motor circuit X8
- Extraction fan circuit X4

North and south fuel oil service tanks

- Lighting circuit
- Level indicator circuit

North and south fuel oil loading bay

- Lighting circuit

Water plant West chemical store

- Lighting circuit
- Extraction fan circuit

Emulsifiers Diesel pump(water treatment plant)

- Charger panel X3
- Diesel pump starting circuit X3

Water treatment plant diesel tank

- No electrical installations

Coal plant

Under Coal Stashes (Coal stashes 1,2,3&4)

- Lighting circuits X 4
- centrifugal switch circuits X 8
- Trip switch circuits X 8
- Electric Motor circuits X 8
- Sump pump panels X 4
- Single phase socket circuits X 4
- Lighting DBs X 4

- 3 phase welding circuits X 4
- Control station X 8
- Hooter circuits X 8

Coal plant incline Conveyors (9(A, B&C and 13(A,B&C)

- Lighting circuits X 2
- centrifugal switch circuits X 6
- Trip switch circuits X 6
- Electric Motor circuits X 6
- Single phase socket circuits X 2
- Lighting DBs X 2
- 3 phase welding circuits X 2
- Control station X 6
- Electromagnet panels and their electric motors circuits X 6
- Hooter circuits X 8

Coal bunkers Conveyors(10,11,14&15(A&B)

- Lighting circuits X 10
- centrifugal switch circuits X 8
- Trip switch circuits X 8
- Electric Motor circuits X 8
- Single phase socket circuits X 2
- 3 phase welding circuits X 2
- Control station X 8
- Hooter circuits X 8

Conveyor 4(A&B)

- Lighting circuits X 2
- centrifugal switch circuits X 2
- Trip switch circuits X 2
- Electric Motor circuits X 2
- Single phase socket circuits X 2
- 3 phase welding circuits X 2

Conveyor 5(A&B)

- Lighting circuits X 2
- centrifugal switch circuits X 2
- Trip switch circuits X 2
- Electric Motor circuits X 2
- Single phase socket circuits X 2
- 3 phase welding circuits X 2

Conveyor 6(A&B)

- Lighting circuits X 2
- centrifugal switch circuits X 2
- Trip switch circuits X 2
- Electric Motor circuits X 2
- Single phase socket circuits X 2
- 3 phase welding circuits X 2

Conveyor 7(A&B)

- Lighting circuits X 2
- centrifugal switch circuits X 2
- Trip switch circuits X 2
- Electric Motor circuits X 2
- Single phase socket circuits X 2
- 3 phase welding circuits X 2
- Tripper Cars electric motors X2
- Tripper Cars panels

Conveyor 17

- Lighting circuits X 1
- centrifugal switch circuits X 1
- Trip switch circuits X 1
- Electric Motor circuits X 1
- Single phase socket circuits X 1
- 3 phase welding circuits X 1

Conveyor 18

- Lighting circuits X 1
- Centrifugal switch circuits X 1
- Trip switch circuits X 1
- Electric Motor circuits X 1
- Single phase socket circuits X 1
- 3 phase welding circuits X 1

Coal weigh bin plant

- Lighting circuits X 1
- Centrifugal switch circuits X 1
- Trip switch circuits X 1
- Electric Motor circuits X 1
- Single phase socket circuits X 1
- 3 phase welding circuits X 1
- Transfer conveyor feeder electric motor X 1
- Lubricating electric motor X 1

Coal stockpile diesel filling station

- Dispenser circuit X1
- Lighting circuit X1

Coal laboratory

- Lighting circuits

Coal laboratory chemical analyses

- Lighting circuit

Laboratory

- Lighting circuits

Diesel filling station

- Diesel dispenser circuit X1
- Control panel X1

220V DC Diesel generator (1A,1B,2A,2B,3A,3B,4A&4B)

- Diesel engine starting circuit X8
- Control and charger circuits panels X8
- Lighting circuit X8

Burners (level 1,2,3,4&5)

- Lighting circuits X10
- Burner panels x36

Burners probe room

- Lighting circuit X1
- Extraction fan circuit X1
- 3-phase socket circuit X1

6 Burner's workshop

- Lighting circuit X1
- Extraction fan circuit X1

7 Petrol filling station

- Petrol dispenser circuit X2
- Lighting circuit X1

8 Sewage digester plant

- No electrical installations

9 Coal stockpile yard gas cylinder storage area

- No electrical installations

10 Main store gas cylinder storage for hydrogen and carbon dioxide

- No electrical installations

11 Laboratory cylinder storage area

- No electrical installations

12 Main store mixed gas cylinder storage

- Lighting circuit X1

13 Empty cylinder area main store gas storage for hydrogen, carbon dioxide and other gases

- No electrical installations

14 C&I maintenance unit 6-10

- No electrical installations

15 Main store (flammable store)

- Lightening circuit X1
- Extraction fan circuit X1

16 MMD flammable liquid store

- Lightening circuit X1
- Extraction fan circuit X1

17 Flammable liquid store ash dams

- No electrical installations

18 Building service paint store

- Lighting circuit X1
- Extraction fan circuit X1

19 EMD flammable store

- Lightning circuit X1
- Extraction fan circuit X1

20 MMD hazardous substances empty cylinder area

- No electrical installations

2.3 DEMACATION BOARDS

All classified hazardous location areas will have demarcation boards on each entrance, such demarcation boards will indicate the flammable/combustible substances as well as the zoning of that area. Service provider will be required to affixed demarcation boards to all the classified hazardous location area on each entrance. The demarcation boards will be provided by Eskom.

2.4 HAZLOC RISK ASSESSMENTS

The service provider will be required to review the existing risk assessments for all the classified hazardous location and ensured that all the risk attached to the classified area are identified , controlled or mitigated.

2.5 DOCUMENTATION

The service provider will update file for each plant. The file will have the following index:

- Zoning classification drawings
- Electrical schematic drawings
- MSDS – Plant specific
- Hazloc risk assessment
- List of Ex equipment
- IA certificates
- Scheduled PM's
- Repair & modification records
- Quality control documents
- Plant isolation procedure
- Copies of PTW
- Valid CoC including DoL registration certificate, MIE license, Instruments calibration certificate

2.6 CALIBRATION OF HYDROGEN SENSORS

The Service provider will be required to perform an additional scope to calibrate the hydrogen sensors in all the battery rooms. It can be either be calibrated via ATL or GDSA. A calibration certificate should be providing that state, its functioning with parameters. The hydrogen sensors will be removed in the plant and sent to a ATL for calibration by the service provider.

2.7 HAZLOC SITE COMMITTEE MEETING

The MIE will be required to attend all hazloc site committee meetings once a month and it can be more if required. Will be appointed as a member of the committee with responsibilities on such appointment.

2.8 ISSUING COC S AND CLASSIFICATION DRAWING

The Service provider will be required to review and improve the existing classification drawings of the plants as per SANS 60079-10-1 and SANS 60079-10-2.

Furthermore, the Service provider will issue CoCs on all hazardous location areas once deemed compliant by the MIE.As when required the service provider will be requested to inspect and issue CoCs to normal installation however repairs are excluded for normal installation.

2.9 TOOLS

Only spark free tools can be used in a classified area. The tools used will have to be registered and a copy of their certificates will be kept in a hazardous location file.

Tools which are not spark free may only be used in a classified area when the following conditions have been met:

- The area has been confirmed free of any explosive substances by gas test. The area should be monitored continuously during the work period.
- All energy sources to the classified area have been de-energised, isolated and locked out at the point of supply outside the classified area.
- A valid permit to work must be obtained.
- Intrinsically safe test equipment must be used.
- Spark free tools must be used

1.1.20 Experience and staff

- All staff shall be qualified and competent to perform all work within safe and correct technical specifications.
- Qualifications shall be necessary for electrician and be trained on Hazardous locations

1.1.21 Civil and structural works

- All concrete works shall adhere to SANS 2001-CC1 and SANS 10100-2 standards unless otherwise stated.
- All broken and damaged concrete underneath the electrical fence must be replaced as per SANS standards above.

2.1.23 Documentation

- A full-service report shall be compiled and provided to Hendrina Power Station.
- The report shall contain a high-level description of the work done.
- The report shall contain the approved QCPs of work on site and all related check sheets and reports.
- All technical notifications shall be shown as well. It will contain a section on spares used report.

2.1.24 Included in a Contract

- The Contractor shall be always on standby, in case of a failure on the fence the Contractor shall be called out to come to site and rectify the issue within 24hours.
- The repair of the fence: The contractor shall execute the repair of the fence scope as soon as possible to get the fence in a working condition

2.1.25 Excluded from a contract

- Horticulture: The contractor shall not be responsible for Vegetation removal in and around the fence, and the control of soil erosion shall also be excluded from this contract.
- Force majeure: The contractor shall not be responsible for any natural disasters like flooding, falling of trees over the fence or any other accidents which is not maintenance related like vehicles driving through the fence etc.
- Barrier/Perimeter fences: The contractor shall not be responsible for any maintenance works on the inner- and outer barrier fences.
- Vandalism: The contractor is not responsible if the fence is vandalized, damaged by intruders. The contractor needs to submit a quotation for the repairs if the fence was vandalized.

2.1.26 Engineering services as required by Eskom Generation

The contractor is responsible for engineering services, material and labour as follows:

- Verify the performance matching requirements of replacement equipment and parts.
- Inspection and testing prior to and after repairs, recording, reporting, and making recommendations and providing the necessary information where applicable.
- The contractor must provide detailed breakdown reports clearly stating the contributing factors and root causes of the failure.
- The contractor must ensure that the employer and others required are present during dismantling, testing and assessment to inspect any evidence of failure or aspects of defective design or workmanship uncovered. And furthermore, ensure that correct photographic records are kept.

2.1.27 House keeping

- All workplaces must be always kept clean, Interface with other contractors to ensure compliance.
- Discard waste in correctly allocated coloured waste bins.
- Ensure that plant worked on is cleaned before clearance of any permit or leaving the work area.

2.1.28 Training

The Contractor shall provide training for his/her personnel in the execution of this Service Information as required by Hendrina Power Station.

- Attends mandatory courses provided by the Employer.
- The Contractor shall be trained in terms of the Permit to Work System, and shall be authorised on the following
 - o ORHVS- Operating regulations for High Voltage systems

3. SAFETY RISK MANAGEMENT

The Contractor shall conform to the following management requirements:

- The Quality requirements as per ISO 9001:2015 and the Employer's Standard QM 58.
- The ISO 14001, Environmental management system.
- The ISO 45001:2018, Health and Safety management system.

4. COMPLETION COMMUNICATION

- Completed tasks shall be communicated to the supervisor.
- The Contractor shall inform the supervisor and give progress feedback.
- The Contractor shall submit detailed reports on all tasks executed.

5. MEETINGS

The contractor shall adhere to the requirements stipulated and ensure that:

- All relevant meetings must be attended.
- The Contractor shall attend other meetings as required and directed by the Contract Manager.
- The Contractor shall attend monthly scheduled contract meetings.

6. INTEGRATION WITH THE EMPLOYER'S ORGANIZATION

The Contractor shall provide the Services in an integrated manner with the Employer's organization at Hendrina Power Station until the end of the Contractor. The Contractor shall.

- Attend to breakdowns, until completed, unless otherwise agreed with the Contract Manager.
- Provide personnel, in accordance with his conditions of service.
- The Contractor shall conform to the following management requirements:
 - o The Quality requirements are as per ISO 9001:2015 and the Employer's Standard QM 58.
 - o Requirements of ISO 14001, Environmental management system.
 - o the requirements of ISO 45001:2018, Health and Safety management system.
 - o The Contractor utilizes the Employer's quality documentation forms.
- Apart from any statutory data packages required, the Contractor shall compile a data package of the relevant drawings, and test certificates for the works which must be reviewed and signed off by the Supervisor.
- The Contractor shall be responsible for defining the level of QA/QC or inspection to be imposed on his Subcontractors and suppliers of material. This level is based on criticality of equipment and is submitted to the Contract Manager for acceptance.
- The Contractor shall submit the following, as directed by the Contract Manager: QA plan/manual, (I&TP's) Inspection and Test Plan.

7. PROVIDING ACCESS TO AND INTERFACE WITH OTHERS

Other Contractors are working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the Contract Manager to maintain harmonious working conditions on Site.

8. MANAGEMENT MEETINGS

Regular meetings of a general nature may be convened and chaired by the Contract Manager as and when required. 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 services.

Records of these meetings shall be submitted to the Contract Manager by the person convening the meeting within five days of the meeting.

All meetings must 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.

9. DOCUMENTATION CONTROL

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself unless stated otherwise.

10. INVOICING AND PAYMENT

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

The Contractor shall address the tax invoice to:

Invoiceseskomlocal@eskom.co.

And include on each invoice the following information:

- Name and address of the Contractor and the Contract 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.

11. SUB-CONTRACTING

Contract with subcontractors is back-to-back with the main contract, using the NEC conditions of the contract and are subject to acceptance by the Contract Manager prior to such contracts being entered into by the contractor.

11.1 SUBCONTRACTING DOCUMENTATION AND ASSESSMENT OF SUBCONTRACTOR TENDERS

Copies of every order issued by the contractor to his Subcontractor or by his Subcontractor to his suppliers are submitted to the Contract Manager for his assessment of the amount due, within the assessment interval. Prices must be shown on such orders and in all respects the copies are true copies of the original order to the subcontractors.

11.2 LIMITATIONS ON SUBCONTRACTING

The Employer may require that the Contractor must subcontract certain unspecialized work, or that the Contractor shall not subcontract more than a specified proportion of the whole of the contract, as per 32-1034 procurement Directive.

12. PLANT AND MATERIALS

The Contract Manager shall direct the contractor to procure materials where the Contractor shall submit qualified quotations for approval. The Contractor shall supply all spares and consumables.

13. EMPLOYER SITE ENTRY AND SECURITY CONTROL, PERMITS AND SITE REGULATIONS

The Contractor applies for access permits (Contractor's permit) at the Security gate on the Contract Award date of the contract. The Contractor personnel shall be required to be always in possession of an access permit.

To assist Protection Services with the issuing of permits and the identification of personnel on site the contractor shall provide a list of all personnel that he/she shall have on site, at least 72 hours prior to entry into the power station. This list must be delivered to Protection Services. The list, identified with the Contractor's name, shall contain the following information:

- Employee name
- Employee ID Number
- The Employer's Safety Coordinator's signature
- Electrical Maintenance Manager signature
- Copy of the ID book for every employee of the Contractor.

Access permits must be returned to protective services when the worker/s leave site, either after completion of the services, or upon early termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the Contractor must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate.

An authorized copy of this list must be retained by the contractor - to be used again when the tools and equipment are removed from site after the completion of the services. Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise.

Gate release permits will not be issued for the removal of any tools or equipment not specified on the tool list. The Contractor's visitors and all personnel shall always conform to the security arrangements in force at the site. Application forms for visitors must be filled in by the Contractor's Site Manager and approved by the *Contract Manager*, one day before the visit and submitted to the *Employer's* Protection Services office.

Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorized vehicles will be allowed on site. Only *Contractor's* Vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications should be directed to the *Service Manager*.

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

Restrictions to access on site, roads, walkways and barricades

Contractors shall adhere to all the rules and site regulations

People restrictions on site, hours of work, conduct and records

Restrictions and hours of work may apply on Site. It is very important that the *Contractor* keeps records of his people on Site, including those of his which the Contract Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

Lunch time is between 12:00 until 12:30. Site working hours is from 07H00 to 16H15 from Monday to Thursday and till 12:00 on Friday. The Service Provider works to complete the tasks, to ensure the Return of Supply.

15. AMENITIES

The following amenities shall be provided by the Employer to the Contractor

- Portable water shall be provided to the Contractor.
- Electrical power supply either 380 and/or 220 V as per the Contractor's needs
- Sanitary facilities
- Waste removal bins

The following amenities and/or equipment shall be provided by the Contractor

- The Contractor is to provide all facilities in connection with this Service Information, including but not limited to the following.
 - o Workshop equipment and tools for the service
 - o Mobile workshop, tools, equipment,
 - o Pressure washers, cleaning chemicals and materials (Environmentally friendly approved only by Eskom)
 - o Test equipment to execute electrical testing as deemed necessary by the Electrical Engineer.
 - o Own electrical generating units/generators for executing the services (Eskom do not guarantee supply of electricity once transformer units are switched out for Service execution.)
- Transportation, heavy haulage, rigging and lifting equipment.

- All vehicles shall comply with roadworthy requirements, and Eskom conditions prevailing at the site as minimum, the Employer reserves the right of refusal to site any non-compliant or non-roadworthy vehicles.
- All documentation in connection with the Service.

Excavations and associated water control

Whenever it is required to do excavation, an excavation permit will be required. Ensure the correct routing of cables is identified prior to starting excavation. Ensure authorization for any excavation is obtained from the Employer.

Commissioning

It is the responsibility of the Service provider to safely commission, test and put in operation. It is the responsibility of the Service provider to arrange, for such work.

It is the responsibility of the Service provider to submit on completion of every task, a detailed data pack with all information, pictures, ITP's, test results drawings, and documentation related to the executed service to the Employer, and the Plant custodian (Electrical Engineering department).

Start-up procedures required to put the works into operation

All procedures, processes, and arrangements to put in service, or to remove from service, for maintenance, will be the responsibility of the Service provider.

17.2 TAKE OVER PROCEDURES

All documentation, procedures, reports, drawings, designs, and any other related documentation in connection with this Service information is the property of the Employer (Eskom) and is transferred to the Employer on request or during termination, or at contract expiry date.

17.3 ACCESS GIVEN BY THE EMPLOYER FOR CORRECTION OF DEFECTS

Defects shall be attended to as per works management guidelines.

All notifications against this Service are the responsibility of the Service provider.

18. FIRE PRECAUTIONS

Any tampering with the Employer's fire equipment is strictly forbidden and is a criminal offence.

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 must always remain accessible.

In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3471. Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

19. REPORTING OF ACCIDENTS

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a RE-OCCURRENCE of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Contract Manager must be informed immediately of any incidents and any damage to property or equipment must be reported within the same shift.

NOTE! This report does not relieve the Contractor of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

20. ACCOMMODATION AND CATERING

The Contractor will be responsible for the provision of accommodation to his personnel – the Employer does not provide accommodation.

The Contractor or any of his employees or subcontractors will be allowed to use the Employer's dining facilities.

The Contractor or any of his employees or subcontractors may also buy take away meals from the fast-food outlet on Site. Lunch time is from 12:00 to 12:30.

The contractor shall provide own accommodation, vehicles, equipment, and all required measures to execute the given services.

21. APPLICABILITY

This document shall apply throughout Hendrina Power Station Non-lethal energized perimeter detection system.

21.1 NORMATIVE/INFORMATIVE REFERENCES

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

21.1.1 Normative

- [1] ISO 9001 Quality Management Systems.
- [2] Occupational Health and Safety Act 85 of 1993.
- [3] National Environmental Management Act 107 of 1998.
- [4] Mine Health and Safety Act 29 of 1996 (Where applicable).
- [5] ISO 45001:2018
- [6] Eskom Policies and Procedures.
- [7] Compensation for Occupational Injuries and Diseases Act of 1993 (COID).

21.1.2 Informative

- [8] All staff will undergo Safety Induction training before site occupation.
- [9] Eskom and Hendrina Power Station's zero tolerance for non-compliance.
- [10] Eskom's and/or Hendrina Power Station's safety rules and regulations.

Abbreviations

Abbreviation	Description
CDSS	Contractor Document Submission Schedule (CDSS)
COMS	Communication
ENG	Engineering
EMS	Environmental Management System
GEN	Generation
GSR	General Safety Regulations
HT	High Tension
IEC	International Electro technical Commission
LV	Low Voltage
OHRVS	Operating Regulations for High Voltage Systems
ISO	International Standard Organisation
KPIs	Key Performance Indicators
KV	Kilovolts
MS	Microsoft
MV	Medium Voltage
MIE	Master Installation Electrician
NEC	New Engineering Contract
NKP	National Key Point
OHS	Occupational Health and Safety
O&M	Operating and Maintenance
OEM	Original Equipment Manufacturer

1.1. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2. Management strategy and start up.

2.1. The Contractor's plan for the service

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

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

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

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

2.2. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3. Contractor's management, supervision and key people

Manager, supervisor and Master Installation Electrician.

2.4. Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

2.5. 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

and include on each invoice the following information:

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

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

2.6. Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.7. Insurance provided by the Employer

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

2.8. Design and supply of Equipment

Not Applicable.

2.9. Things provided at the end of the service period for the Employer's use

2.9.1. Equipment

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

2.9.2. Information and other things

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

2.10. Management of work done by Task Order

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

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

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

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

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

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

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

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

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

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

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

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

3.2. Environmental constraints and management

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

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

3.3. Quality assurance requirements

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

4. Procurement

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

4.1. People

4.1.1. Minimum requirements of people employed

The service provider shall provide service technician permanently to do maintenance and repairs.

4.1.2. Supplier Development and Localization

4.2. Subcontracting

4.2.1. Preferred subcontractors

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

4.2.2. Subcontract documentation, and assessment of subcontract tenders

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

4.2.3. Limitations on subcontracting

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

4.2.4. Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3. Plant and Materials

4.3.1. Specifications

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

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

4.3.2. Correction of defects

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

4.3.3. Contractor's procurement of Plant and Materials

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

4.3.4. Tests and inspections before delivery

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

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

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

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

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

5. Working on the Affected Property

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

5.2.

People restrictions, hours of work, conduct and records

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

5.3. Health and safety facilities on the Affected Property

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

5.4. Environmental controls, fauna & flora

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

5.5. Cooperating with and obtaining acceptance of Others

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

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6. Records of Contractor's Equipment

5.7. Equipment provided by the Employer

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

5.8. Site services and facilities

5.8.1. Provided by the Employer

This is a mandatory cross reference form clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2. Provided by the Contractor

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

5.9. Control of noise, dust, water and waste

State requirements, if any.

5.10. Hook ups to existing works

State any constraints

5.11. Tests and inspections

5.11.1. Description of tests and inspections

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

5.11.2. Materials facilities and samples for tests and inspections

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

6. List of drawings

6.1. Drawings issued by the Employer

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

Drawing number	Revision	Title

