



NEC3 Term Service Contract (TSC3)

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

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

for **18 kV Reciprocating Compressor Refurbishment and Supply of Spares on an “As and When” Required Basis for a Period of three (3) years at Kriel Power Station.**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

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:

18 kV Reciprocating Compressor Refurbishment and Supply of Spares on an “As and When” Required Basis for a Period of three (3) years at Kriel Power Station

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (Reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	MM Sethosa
	Address	Kriel Power Station, Private Bag X5009, Kriel 2271
	Tel	017 615 2505

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

Fax

086 668 6725

e-mail

sethosam@eskom.co.za

11.2(2)	The Affected Property is	18kV Reciprocating Compressors located at Unit 1 and U4 Kriel Power Station
11.2(13)	The <i>service</i> is	Supply OEM spares, Inspection, Stripping, Testing and Maintenance of (5-off)18kV Compressors at Kriel Power Station
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents, standards 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] week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	One month of the Contract start Date
3	Time	
30.1	The <i>starting date</i> is.	01 December 2022
30.1	The <i>service period</i> is	3 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	After each task order execution
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	3 Weeks after assessment and invoicing.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365days year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

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

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
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/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (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/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[●]
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/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[●]

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

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 reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 week.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (See www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

		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	the Chairman for the time being or his nominee																								
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.																								
12	Data for secondary Option clauses																									
X1	Price adjustment for inflation																									
X1.1	The <i>base date</i> for indices is	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td colspan="2">non-adjustable</td></tr> <tr> <td>1.00</td><td colspan="2"></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X17	Low service damages																									
X17.1	<i>The service level table is in</i>	[•]																								
X18	Limitation of liability																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand) 15% service value																								
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																								
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <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 																								

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

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	[12] Months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	[5] Working days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

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

- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 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.
- Z4.2 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*.
- Z4.3 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.
- Z4.4 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*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 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.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

- 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.

Z6.2 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.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 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.
- Z7.2 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.
- Z7.3 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.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

	The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for 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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for 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	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

86.1 The *Employer* provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the shortterm exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

Annexure A: Insurance provided by the Employer

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

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self-insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications:	

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN
REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in _____	
11.2(19)	The tendered total of the Prices is _____	R _____

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

PART 2: PRICING DATA

TSC3 Option A

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

C2.1 Pricing assumptions: Option A

1 How work is priced and assessed for payment

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

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

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

2 Function of the Price List

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

3 Link to the *Contractor's* plan

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

4 Preparing the *price list*

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. AT KRIEL POWER STATION

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

4.1 Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

C2.2 the *price list*

18 KV Reciprocating Compressor Refurbishment Contract for a period of three(3) years						
Item No	Spare Description	Stock Item	Unit	Qty	Rate	Amount
100	<u>Preliminary & Generals</u>					
101	Health & Safety Requirements (Safety File, Medicals , PPE , Covid 19 PPE & Consumables etc)		Year	3		
102	Transport		Km	32 000		
200	Service of Compressors					
201	2000 Hrs Service of Jab Compressor SVC/SVD 600/250 +Oil & Consumables		No	40		
202	4000 Hrs Service of Jab Compressor SVC/SVD 600/250 +Oil & Consumables		No	20		
203	8000 Hrs Service of Jab Compressor SVC/SVD 600/250 +Oil & Consumables + bearings		No	20		
300	Spares	Stock Item				
301	SVD 600/250 compressor complete	659790	Each	1		
302	SVD 600/250 2000 hrs service kit	611729	Each	20		
303	SVC 600/250 2000 hrs service kit	611730	Each	20		
304	SVD 600/250 4000 hrs service kit	611728	Each	10		
305	SVC 600/250 4000 hrs service kit	611725	Each	10		
306	SVD 600/250 8000 hrs service kit	611727	Each	10		
307	SVC 600/250 8000 hrs service kit	611726	Each	10		

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN
REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

'''	SUMMARY	-	-	-	-	
	Preliminary & Generals					
	Service of Compressors					
	Spares					
	TOTAL					

The total of the Prices

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

PART 3: SCOPE OF WORK

Document reference	Title: Supply service kits for 18 kV Reciprocating Compressor and Refurbish on as and when required basis at Kriel Power Station for a period of three years.	No of pages
C3.1	This cover page	24
	<i>Employer's Service Information</i>	19
	Total number of pages	20

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

PART C1: AGREEMENTS & CONTRACT DATA	ii
Part one - Data provided by the <i>Employer</i>	4
Part two - Data provided by the <i>Contractor</i>	17
PART 2: PRICING DATA	19
1 How work is priced and assessed for payment	20
2 Function of the Price List	20
3 Link to the <i>Contractor's</i> plan	20
4 Preparing the <i>price list</i>	20
4.1 Format of the <i>price list</i>	21
C3.1: EMPLOYER'S SERVICE INFORMATION	25
5 Description of the <i>service</i>	26
6 The works	26
6.1 Background	26
6.2 Description of the works	26
6.2.1 Refurbishment/Service/Overhaul	26
6.3 Supply and Delivery of Spares	34
6.3.1 Site Acceptance Test	34
6.3.2 Service Reports	34
6.4 Interpretation and terminology	35
6.4.1 Normative/Informative References	35
6.4.2 Definitions	35
7 Management strategy and start up.	36
8 Health and safety, the environment and quality assurance	39
9 Procurement	39
10 Working on the Affected Property	40
11 List of drawings	41

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

5 Description of the service

5.1 Executive overview

This document covers the engineering requirements, in the form of a scope of work, for the maintenance and breakdown repairs of the following “J.A Becker & Sohne” reciprocating compressors over a 3-year period:

- 3 x SVD 600/250 reciprocating compressors
- 2 x SVC 600/250 reciprocating compressors

6 The works

The *works* is inclusive of all activities necessary to service and refurbish the reciprocating compressors, in line with the OEM’s requirements.

6.1 Background

The Kriel Power station 18kV generator breaker uses compressed air to pneumatically operate the GCB’s (generator circuit breakers). The compressed air is supplied from compressor plants that are located in unit 1 and 4 respectively. The compressor has to be serviced in accordance with OEM’s specification to ensure the reliability of the 18kV compressor plant. Each compressed air plant consists of two reciprocating compressors that supplies compressed air at 250 bars to the plant.

6.2 Description of the works

6.2.1 Refurbishment/Service/Overhaul

The *works* entails all the works necessary to maintain the following compressors, according to KPS’s maintenance philosophy, over a 3-year period:

- 3 x SVD 600/250 reciprocating compressors
- 2 x SVC 600/250 reciprocating compressors

The services required will be classified as:

- Minor services (2000 hrs)
- Major service (4000 hrs)
- Overhaul (8000 hrs)
- Revision service

The Contractor will be allocated a workspace in the Employer’s Workshop for servicing/overhauling the compressors. For Works that requires removal of the compressor from the plant to the Workshop the Contractor will remove the compressor and when the Works is completed re-install the compressor on site. For minor a service that does not require removal of the compressor, the Contractor will perform the Works on the compressor in the plant. All parts that the Contractor replaces will be presented to the Employer as proof of execution of the Works. All work will only be executed once a QCP presented by the Contractor to the Employer has been accepted.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

When a compressor breaks down the Contractor will assess the compressor and present a breakdown report to the system engineer. The compressor will be repaired through selection of the activities from **table 6** as part of a revision service.

When a Contractor overhauled a compressor, the Contractor will guarantee the performance of the compressor in between service intervals.

Table 2 contains the quantity of each service required over a 3-year period:

Table 1: Summary service required over a 3-year period.

Service Required	Quantity
SVD 600/250 Revision	3
SVC 600/250 Revision	2
SVD 600/250 2000 hrs service	20
SVC 600/250 2000 hrs service	20
SVD 600/250 4000 hrs service	10
SVC 600/250 4000 hrs service	10
SVD 600/250 8000 hrs service	10
SVC 600/250 8000 hrs service	10

The *Contractor* will perform the activities as listed in tables below at each maintenance interval.

The Table below lists the activities for a 2000hour service.

Table 2: 2000 hrs Maintenance Requirements

No.	COMPONENT	MAINTENANCE ACTIVITY	QTY. SVC 600/250	QTY. SVD 600/250	COMMENT
1	Filter Cartridge	Replace	1	1	-
2	Suction Valve 3 rd Stage	Replace	1	1	-
3	Pressure Valve 3 rd Stage	Replace	1	1	-
4	Suction Valve 4 th Stage	Replace	1	-	-
5	Pressure Valve 4 th Stage	Replace	1	-	-
6	Concentric Valve 4 th Stage	Replace	-	1	-
7	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	4	4	-
8	Cover Gasket 1 st + 2 nd stage	Replace	2	2	-
9	Cover Gasket 3 rd + 4 th stage	Replace	2	2	-
10	Discharge Valve Piston coupling 3+4 stage	Replace	2	2	-
11	Discharge Valve Piston	Replace	2	2	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

	coupling 1+2 stage				
12	O-ring 60 x 2.5	Replace	4	4	-
13	O-ring 51 x 2.5	Replace	2	2	-
14	Support Ring	Replace	2	2	-
15	Filter Element	Replace	1	1	-
16	O-Ring 74x 4	Replace	1	1	-
17	O-Ring 10x 3	Replace	2	2	-
18	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	1	1	-
19	Cover Gasket	Replace	1	1	-
20	Discharge Valve piston coupling	Replace	1	1	-

The table below lists the activities for a 4000hour service.

Table 3: 4000 hrs Service requirements

No.	COMPONENT	MAINTENANCE ACTIVITY	QTY. SVC 600/250	QTY. SVD 600/250	COMMENT
1	Suction Valve 1st Stage	Replace	1	1	-
2	Pressure Valve 1st Stage	Replace	1	1	-
3	Cylinder 2nd stage 60 diameter	Replace	1	1	-
4	Suction Valve 2nd Stage	Replace	1	1	-
5	Pressure Valve 2nd Stage	Replace	1	1	-
6	Filter Cartridge	Replace	1	1	-
7	Suction Valve 3 rd Stage	Replace	1	1	-
8	Pressure Valve 3 rd Stage	Replace	1	1	-
9	Suction Valve 4 th Stage	Replace	1	-	-
10	Pressure Valve 4 th Stage	Replace	1	-	-
11	Concentric Valve 4 th Stage	Replace	-	1	-
12	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	4	4	-
13	Cover Gasket 1 st + 2 nd stage	Replace	2	2	-
14	Cover Gasket 3 rd + 4 th stage	Replace	2	2	-
15	Discharge Valve Piston	Replace	2	2	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

	coupling 3+4 stage				
16	Discharge Valve Piston coupling 1+2 stage	Replace	2	2	-
17	O-ring 60 x 2.5	Replace	4	4	-
18	O-ring 51 x 2.5	Replace	2	2	-
19	Support Ring	Replace	2	2	-
20	Filter Element	Replace	1	1	-
21	O-Ring 74x 4	Replace	1	1	-
22	O-Ring 10x 3	Replace	2	2	-
23	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	1	1	-
24	Cover Gasket	Replace	1	1	-
25	Discharge Valve piston coupling	Replace	1	1	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

The Table below lists the activities for an 8000-hour service.

Table 4: 8000 hrs Maintenance Requirements

No.	COMPONENT	MAINTENANCE ACTIVITY	QTY. SVC 600/250	QTY. SVD 600/250	COMMENT
1	Oil Pressure Switch	Replace	1	1	-
2	Gasket Ring U 14 x 18,7 x 1,5 USIT	Replace	1	1	-
3	Coupling Buffer	Replace	10	10	-
4	Connecting rod coupler 1,3 and 4 th stage	Replace	3	3	-
5	Connecting rod coupling 2 nd stage	Replace	1	1	-
6	Piston coupling 1st stage 110 diameter	Replace	1	1	-
7	Piston coupling 2nd stage 60 diameter	Replace	1	1	-
8	Piston coupling 3rd stage 27 diameter	Replace	1	1	-
9	Piston coupling 4th stage 16 diameter	Replace	1	1	-
10	Cylinder 1 st stage 110 diameter	Replace	1	1	-
11	Suction Valve 1st Stage	Replace	1	1	-
12	Pressure Valve 1st Stage	Replace	1	1	-
13	Cylinder 2nd stage 60 diameter	Replace	1	1	-
14	Suction Valve 2nd Stage	Replace	1	1	-
15	Pressure Valve 2nd Stage	Replace	1	1	-
16	Filter Cartridge	Replace	1	1	-
17	Cylinder 90 diameter	Replace	1	1	-
18	Cylinder 4 th stage 16 diameter	Replace	1	1	-
19	Suction Valve 3 rd Stage	Replace	1	1	-
20	Pressure Valve 3 rd Stage	Replace	1	1	-
21	Suction Valve 4 th Stage	Replace	1	-	-
22	Pressure Valve 4 th Stage	Replace	1	-	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

23	Concentric Valve 4 th Stage	Replace	-	1	-
24	Fan wheel coupling	Replace	1	1	-
25	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	4	4	-
26	Cover Gasket 1 st + 2 nd stage	Replace	2	2	-
27	Cover Gasket 3 rd + 4 th stage	Replace	2	2	-
28	Discharge Valve Piston coupling 3+4 stage	Replace	2	2	-
29	Discharge Valve Piston coupling 1+2 stage	Replace	2	2	-
30	Solenoid 220V, 50 HZ	Replace	1	1	-
31	O-ring 60 x 2.5	Replace	4	4	-
32	O-ring 51 x 2.5	Replace	2	2	-
33	Support Ring	Replace	2	2	-
34	Filter Element	Replace	1	1	-
35	O-Ring 74x 4	Replace	1	1	-
36	O-Ring 10x 3	Replace	2	2	-
37	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	1	1	-
38	Cover Gasket	Replace	1	1	-
39	Discharge Valve piston coupling	Replace	1	1	-
40	Gasket set coupling	Replace	1	1	-
41	Safety valve 1 st stage 6 bar	Calibrate	1	1	To be calibrated with certificate and seal
42	Safety valve 2 nd stage 25 bar	Calibrate	1	1	To be calibrated with certificate and seal
43	Safety valve 3rd stage 70 bar	Calibrate	1	1	To be calibrated with certificate and seal
44	Safety valve 4th stage 270 bar	Calibrate	1	1	To be calibrated with certificate and seal

The Table below lists the activities for a revision service.

Table 5: Compressor Revision Requirement

No.	COMPONENT	MAINTENANCE ACTIVITY	QTY. SVC 600/250	QTY. SVD 600/250	COMMENT
1	Oil Pressure Switch	Replace	1	1	-
2	Gasket Ring U 14 x	Replace	1	1	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

	18,7 x 1,5 USIT				
3	Coupling Buffer	Replace	10	10	-
4	Connecting rod coupler 1,3 and 4 th stage	Replace	3	3	-
5	Connecting rod coupling 2 nd stage	Replace	1	1	-
6	Piston coupling 1st stage 110 diameter	Replace	1	1	-
7	Piston coupling 2nd stage 60 diameter	Replace	1	1	-
8	Piston coupling 3rd stage 27 diameter	Replace	1	1	-
9	Piston coupling 4th stage 16 diameter	Replace	1	1	-
10	Cylinder 1 st stage 110 diameter	Replace	1	1	-
11	Suction Valve 1st Stage	Replace	1	1	-
12	Pressure Valve 1st Stage	Replace	1	1	-
13	Cylinder 2nd stage 60 diameter	Replace	1	1	-
14	Suction Valve 2nd Stage	Replace	1	1	-
15	Pressure Valve 2nd Stage	Replace	1	1	-
16	Filter Cartridge	Replace	1	1	-
17	Cylinder 90 diameter	Replace	1	1	-
18	Cylinder 4 th stage 16 diameter	Replace	1	1	-
19	Suction Valve 3 rd Stage	Replace	1	1	-
20	Pressure Valve 3 rd Stage	Replace	1	1	-
21	Suction Valve 4 th Stage	Replace	1	-	-
22	Pressure Valve 4 th Stage	Replace	1	-	-
23	Concentric Valve 4 th Stage	Replace	-	1	-
24	Fan wheel coupling	Replace	1	1	-
25	Gasket Ring UA 16 x 10 x 1,5 USIT	Replace	4	4	-
26	Cover Gasket 1 st + 2 nd stage	Replace	2	2	-
27	Cover Gasket 3 rd + 4 th stage	Replace	2	2	-
28	Discharge Valve Piston	Replace	2	2	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

	coupling 3+4 stage				
29	Discharge Valve Piston coupling 1+2 stage	Replace	2	2	-
30	Solenoid 220V, 50 HZ	Replace	1	1	-
31	O-ring 60 x 2.5	Replace	4	4	-
32	O-ring 51 x 2.5	Replace	2	2	-
33	Support Ring	Replace	2	2	-
34	Safety valve 1 st stage 6 bar		1	1	To be calibrated with certificate and seal
35	Safety valve 2 nd stage 25 bar		1	1	To be calibrated with certificate and seal
36	Safety valve 3rd stage 70 bar		1	1	To be calibrated with certificate and seal
37	Safety valve 4th stage 270 bar				To be calibrated with certificate and seal
38	Filter Element	Replace	1	1	-
39	O-Ring 74x 4	Replace	1	1	-
40	O-Ring 10x 3	Replace	2	2	-
41	Gasket Ring UA 16 x 10 x 1,5 -USIT	Replace	1	1	-
42	Cover Gasket	Replace	1	1	-
43	Discharge Valve piston coupling	Replace	1	1	-
44	Gasket set coupling	Replace	1	1	-

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

6.3 Supply and Delivery of Spares

1. The *Contractor* shall supply and deliver, as and when required, the following spares:

Table 6: List of Spares to be supplied

SPARE DESCRIPTION	STOCK ITEM NO	QUANTITY	UNIT OF MEASURE
SVD 600/250 compressor complete	659790	1	Each
SVD 600/250 2000 hrs service kit	0611729	20	Each
SVC 600/250 2000 hrs service kit	0611730	20	Each
SVD 600/250 4000 hrs service kit	0611728	10	Each
SVC 600/250 4000 hrs service kit	0611725	10	Each
SVD 600/250 8000 hrs service kit	0611727	10	Each
SVC 600/250 8000 hrs service kit	0611726	10	Each

2. The spares shall be delivered to the *Employer's* site for storage.
3. The spares shall be of the compressor model and OEM.
4. The spares shall be packaged, handled, transported and stored as per the OEM procedures.
5. Quality control shall be performed prior to acceptance of the spares.
6. The Employer will issue the required items to the Contractor to perform the required work.

6.3.1 Site Acceptance Test

The *Contractor* will return all parts removed during the service to the *Employer*. The *Contractor* will set up the serviced compressor in the MMD Workshop. The compressor will be tested in the presence of the *Employers'* representative and as a minimum the following parameter will be evaluated /verified:

- Verify pressure on each compressor stage (1st stage 2.5 bars, 2nd stage 16 bar, 3rd stage 52 bars and 4th stage 250 bar)
- Verify that the off loaders are draining, and that the solenoid valve is functional.
- Verify that the oil pressure is between 3-4 bars.
- Verify that the low oil pressure trip function is operating

6.3.2 Service Reports

Upon completion of other service/overhauling Works the *Contractor* shall:

1. Compile and submit as signed service report in a hardcopy format:
 - The report shall state the condition of each part removed with their serial number.
 - The report shall include images of the replaced parts.
 - The report shall state all the activities performed.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

- The report shall list all the spares used with their serial number.

The report shall be accompanied by a Quality Control Procedure

6.4 Interpretation and terminology

6.4.1 Normative/Informative References

6.4.1.1 Normative

- | | | |
|-----|-----------------|---|
| [1] | ISO 9001 | Quality Management Systems. |
| [2] | OHSAct 85 of 93 | Occupational Health and Safety Act 85 of 93 |

6.4.1.2 Informative

Not applicable.

6.4.2 Definitions

6.4.2.1 Disclosure Classification

Controlled Disclosure: controlled disclosure to external parties (either enforced by law, or discretionary).

6.4.2.2 Abbreviations

Table 7: Abbreviations

Definition	Description
GCB	Generator Circuit Breaker
MMD	Mechanical Maintenance Department
OEM	Original Equipment Manufacturer
kV	Kilo Volts
KPS	Kriel Power Station
N/A	Not Applicable
QTY	Quantity

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

7 Management strategy and start up.

7.1 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:
Kick off meeting, implementation strategy	Once off 60 minutes	Service Manager's Offices	All internal and external stakeholders
Risk register	Weekly or monthly as deemed necessary	MMD Block office	Service manager and <i>Contractor</i>
Overall contract progress and feedback	As per each task order	MMD Block office or MS Teams	<i>Employer</i> , <i>Contractor's</i> site manager and supervisor
Compensation events	As and when arises	To be determined	Service manager, Contractor and Engineer

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.

7.2 Contractor's management, supervision and key people

The *Contractor* on awarding of the contract submits an organogram with contact numbers for this *Contractor's* supervision and key technical people that will be crucial for communication and progress during task order execution.

7.3 Provision of bonds and guarantees

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

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

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

7.4 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. The communication routing shall copy the Service Manager even if it's a technical issue addressed with Employer' supervisors or Engineer.

7.5 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)

7.6 Contract change management

The use of standard forms for any requirements or changes is recommended.

7.7 Insurance provided by the Employer

As per the NEC section

7.8 Training workshops and technology transfer

Minor service and maintenance tips to be shared with the Employer's maintenance personnel.

7.9 Design and supply of Equipment

Critical details of the design of Equipment shall be shared with the *Service Manager* where applicable as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. Also, the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here. However, it should be noted that the liability for such equipment design supply and use of the Equipment remains with the *Contractor*.

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

7.10.1 Equipment

None

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

7.10.2 Information and other things

The Contractor shares information in a form of technical report regarding the damage and other requirements like service kits used or any other special intervention method required to get compressors into an acceptable serviceable state.

7.11 Management of work done by Task Order

The task order shall be issued every time a service is requested from service provider stating the scope of work. The Contractor must respond with reasonable time as per Contract agreed timelines with programme and resources that will be utilized during the execution of the scope. Service kits will be handled differently from service but drawn as part of stock.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

8 Health and safety, the environment and quality assurance

8.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in procurement tender returnable documents.

8.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in tender documentation whilst working onsite.

8.3 Quality assurance requirements

Minimum requirements for the *Contractor's* Quality Plan and Work Procedures are provided with tender documentation. Ensure witness and hold points are identified generally and describe any particular requirements for your work site QA outside the Affected Property. Indicate and submit your company's QA policy and structure for acceptance and any conditions that need to be imposed relating to scope of work. ISO9001:2015 compliance is a requirement condition as stated under technical evaluation strategy.

9 Procurement

9.1 People

9.1.1 Minimum requirements of people employed

People or resources employed to service this contract shall have all relevant requirements and valid competent certificates as per technical evaluation requirements under tender returnable.

9.1.2 BBBEE and preferencing scheme

Compliance as per procurement strategy tender returnable prior to contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

9.2 Subcontracting

9.2.1 Preferred subcontractors

The contractor may subcontract where applicable specific skills are to be outsourced and such agreement shall be submitted as part of tender Returnables.

9.2.2 Subcontract documentation, and assessment of subcontract tenders

Use of the NEC system is compulsory and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

9.2.3 Limitations on subcontracting

The *Contractor* must subcontract certain specialised work that does not constitute over 30% of the contract scope of work.

9.2.4 Attendance on subcontractors

Not applicable, it shall be for management by main *Contractor*.

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

9.3 Plant and Materials

9.3.1 Specifications

As per the *Employer's* requirements in addition to table 1, 2, 3 and 4.

9.3.2 Correction of defects

Correction of defects shall be carried out immediately where production is directly affected otherwise within 3 days of notification on standby plant.

9.3.3 *Contractor's* procurement of Plant and Materials

The *Contractor* is to order in advance materials with long lead time and ensure they are packaged and transported to his/her storage site with care before installation. The *Employer* where applicable 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*.

9.3.4 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. The agreed upon quality control plan shall specify any intervention point requirements particularly for tests and inspections that required to be carried out in the presence of the *Employer's representative compliance is mandatory*.

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

that 'all other Plant and Materials that are to be provided by the *Employers* are scaffolding, lifting equipment, rigging, water and sanitation requirements whilst doing minor work at Kriel site.

9.3.6 Cataloguing requirements by the *Contractor*

Not applicable

10 Working on the Affected Property

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

As per safety requirements the *Contractor* shall supply all required documents for his/her personnel to get access into Kriel Power station for the duration of the contract and such permits shall be renewable pending annual medical fitness certificates and letter of good standing.

10.2 People restrictions, hours of work, conduct and records

Not applicable

10.3 Health and safety facilities on the Affected Property

Employer's site clinic shall provide First Aid facilities for *Contractor's* personnel whilst onsite should a need arise and local emergency number (017) 615 2555 shall be used when such services are needed.

10.4 Environmental controls, fauna & flora

Not applicable

10.5 Cooperating with and obtaining acceptance of Others

Not applicable

18 KV RECIPROCATING COMPRESSOR REFURBISHMENT AND SUPPLY OF SPARES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.AT KRIEL POWER STATION

10.6 Records of *Contractor's* Equipment

The Contractor is to ensure that tool list is filled in at Security reception and such records are kept safe for verification during site removal.

10.7 Equipment provided by the *Employer*

Scaffolding, lifting equipment and rigging applicable at Kriel Power Station only.

10.8 Site services and facilities

10.8.1 Provided by the *Employer*

Electrical power point, water, waste disposal, telecoms, ablutions, fire protection and lighting (etc) on the Affected Property and it is for the account of Contractor to connect from such services to where its required.

10.8.2 Provided by the *Contractor*

The *Contractor* is to provide for their personnel accommodation, laboratories, storage, transporting vehicles and office equipment for the duration of this contract.

10.9 Control of noise, dust, water and waste

Compliance to Kriel Power Station procedure and markings.

10.10 Hook ups to existing works

Where applicable if working above 2m height the Contractor must provide safety harness for their personnel and hook up onto stable structures.

10.11 Tests and inspections

10.11.1 Description of tests and inspections

As per 8.3.4

11 List of drawings

11.1 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