



## NEC3 Term Service Contract (TSC3)

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

and **Not known yet**

for **The provision of Fire Protection System Maintenance at  
Hendrina Power Station for the period of 5 years.**

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**CONTRACT No. []**

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## 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:

**The provision of Fire Protection System Maintenance at Hendrina Power Station for the period of 5 years**

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(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: \_\_\_\_\_

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

## 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
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s)      Tebogo Lekalakala

Capacity      General Manager  
Hendrina Power Station

**for the Employer**      Hendrina Power Station  
Impala Road Pullenshope  
1096

Eskom Holdings SOC Limited

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

.....

Tebogo Lekalakala

Capacity

.....

General Manager Hendrina Power Station

Eskom Holdings SOC Limited

On behalf of

.....

Eskom Hendrina Power Station

Impala Road

Pullenshope

1096

Name & signature of witness

.....

.....

Date

.....

.....

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	<ul style="list-style-type: none"> <li>• [Redacted]</li> </ul>	<b>A: Priced contract with price list</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
	[Redacted]	<b>X1: Price adjustment for inflation</b>
	[Redacted]	<b>X2: Changes in the law</b>
	[Redacted]	<b>X4: Parent company guarantee</b>
	[Redacted]	<b>X7: Delay damages</b>
	[Redacted]	<b>X16: Retention</b>
	[Redacted]	<b>X17: Low service damages</b>
	[Redacted]	<b>X18: Limitation of liability</b>
	[Redacted]	<b>X19: Task Order</b>
	[Redacted]	<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) <sup>2</sup>	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>011 800 5843/011 800 8000</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	<b>Andrew Malatswane</b>
	Address	<b>1 Impala Road, Pullenshope, 1096</b>
	Tel	<b>(+2713) 296 3760</b>

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

Fax

e-mail

[MalatsMA@eskom.co.za](mailto:MalatsMA@eskom.co.za)

11.2(2)	The Affected Property is	<b>Hendrina Power Station</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of the fire protection system</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	<b>Part 3 : Section C3 of this contract</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 calendar days after the contract date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>10 Calendar days after the contract date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA – to be announced</b>
30.1	The <i>service period</i> is	<b>60 Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>Upon completion of all works the <i>Service Provider</i> informs the <i>Service Manager</i> to carry out quality verifications</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> of each month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 Days</b>
51.4	The <i>interest rate</i> is	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 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 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.

<b>6</b>	<b>Compensation events</b>	<b>As per core clause 60.1 (Section 1 to 14) of the TSC3</b>
60.1(14)	These are additional compensation events:	<ul style="list-style-type: none"> <li>• Additional Scope of work not in the contract</li> <li>• Inclement weather conditions</li> <li>• Contamination from toxic or hazardous chemical substances under the care of the Employer including the Contractor</li> <li>• Power and air supply disruption except that which is the responsibility or under the control of the Contractor</li> </ul>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>The Contractor will provide Equipment Plant and the Employer will free issue materials.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li>1. <b>Change to existing Safety Procedure</b></li> <li>2. <b>Ramping down</b></li> </ol> <p><b>Due to uncertainties surrounding future operation of Hendrina Power station, the following risk will form part of the contract, namely:</b></p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)</b>
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	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
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:	<b>whatever the Contractor deems necessary in addition to that provided by the Employer.</b>

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)..		
<b>9</b>	<b>Termination</b>	As per core clause 90 (Section 90.1 to 90.5) of the TSC3		
<b>10</b>	<b>Data for main Option clause</b>			
<b>A</b>	<b>Priced contract with price list</b>			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks		
<b>11</b>	<b>Data for Option W1</b>			
W1.1	The <i>Adjudicator</i> 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 <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Johannesburg, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
<b>12</b>	<b>Data for secondary Option clauses</b>			
<b>X</b>	<b>Price adjustment for inflation</b>			
X1.1	The <i>base date</i> for indices is			
	The proportions used to calculate the Price Adjustment Factor are:	<b>proportion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]

		0. [•] [•] [•] non-adjustable 1.00
<b>X2</b>	<b>Changes in the law</b>	<b>As per the terms and conditions of NEC3 TSC</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
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	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of 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 <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
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	<b>the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for 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.</b>
X18.5	The <i>end of liability date</i> is	<b>1 month after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Two day of receiving notification</b>
<b>Z</b>	<b>The additional conditions of contract are</b>	<b>Z1 to Z11 always apply.</b>

**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.

**Z12**



## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.*

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

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

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

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

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

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

# C1.2 Contract Data

## Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	Full Risk Service agreement Proposal SA 1073HH/04
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are:  1      Name:  Job:  Responsibilities:  Qualifications:  Experience:  2      Name:  Job:  Responsibilities:  Qualifications:  Experience:	
		<b>CV's (and further key person's data including CVs) are in _____ .</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Section C 2.2 of this contract</b>
11.2(19)	The tendered total of the Prices is	

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### The conditions of contract

#### How work is priced and assessed for payment

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

**Identified and defined terms**      11      (12) The Price List is the *price list* unless later changed in accordance with this contract.

(20) 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 expected quantities of service multiplied by a rate or a mix of both.

#### Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. 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.

#### 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 related to items of service priced in the *price list*.

#### 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, in this case the target.

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 (and hence to the target) is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

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

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

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

## C2.2 the price list

Item No	FIRE SYSTEM MAINTENANCE FOR A PERIOD OF 60 MONTHS	Item No	FIRE SYSTEM MAINTENANCE FOR A PERIOD OF 60 MONTHS	Item No	FIRE SYSTEM MAINTENANCE FOR A PERIOD OF 60 MONTHS
<b>Item No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Cost</b>
1	<b>P&amp;Gs</b>				
1.1	<b>Fixed Portion</b>				
1.1.1	Site Establishment	1	Sum		
1.1.2	Site De-establishment	1	Sum		
1.1.3	Medicals	5	Annual		
1.1.4	PPE	5	Each		
1.1.5	Police clearance	5	Each		
1.2	<b>Time Related</b>				
1.2.1	Transport (Bakkie and 14 Seater)	60	Monthly		
1.2.2	Tools and Equipment	60	Monthly		
2	<b>Labour</b>				
2.1	Supervisor	10398	Hourly		
2.2	Safety officer	10398	Hourly		
2.3	Artisan (Fitter and Turner) X 2	20796	Hourly		
2.4	Artisan fitter (with rigging and lifting) X 1	10398	Hourly		
2.5	Artisan Rigger X 1	10398	Hourly		
2.6	Welders X 1	10398	Hourly		
2.7	Boilermaker 1	10398	Hourly		
2.8	Semi-skilled X 2	20796	Hourly		
2.9	Diesel Mechanic X 2	20796	Hourly		
2.1	Overtime allowance	12478	Hourly		

The total of the Prices

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## **PART 3: SCOPE OF WORK**

### **C3: Scope of Work**

#### **C3.1 Service Information**

##### **3.3 Definitions**

###### **3.3.1 Active fire protection**

Active fire protection consists of all fire protection systems that are actuated in the event of a fire and need to operate in terms of discharging a suppression medium..

#### **C3.2. Description of the works**

##### **3.3.2 Approved**

In the context of fire protection, this signifies components, devices or assemblies having been tested and accepted for a specific purpose or application by a locally or internationally recognised testing laboratory.

##### **3.3.3 Fire Door**

Automatic or self-closing door assembly which complies with the requirements contained in SANS 1253, and which is especially constructed to prevent the passage of fire for a specific length of time.

##### **3.3.4 Fire-Rated Penetration Seal**

An approved product used to seal an opening in a fire barrier for the passage of pipe, cable, duct, etc. so as to maintain a fire rating that is commensurable with that of the fire barrier.

##### **3.3.5 Passive Fire Protection**

A passive fire protection system is preferred above active fire protection. Because it is passive, it does not require any mechanical or electrical parts that can fail in the event of a fire. These systems include spatial separation from other areas, containment areas, drainage, fire separation barriers, fire breaks, fire retardant cables, etc.

##### **3.3.6 Sprinkler System**

A network of piping connected to a reliable water supply that will distribute the water throughout the area protected and will discharge the water through sprinklers in sufficient quantity either to extinguish the fire entirely or to prevent its spread. The system, usually actuated by heat, includes a controlling valve and a device for actuating an alarm when the system is in operation. The following categories of sprinkler systems are defined in NFPA 13.

##### **3.3.7 Water Deluge System**

Networks of piping similar to a sprinkler system, except that it utilizes open-head spray nozzles.

## Scope of work

**Table 1: Fire Protection System Scope of Work**

No	Item	Action required	Frequency	Additional information
<b>INSPECTION - WATER RETICULATION MAINS</b>				
1.1	Water supply isolation sectional and isolation valves	a) CHECK that all sectional valves are secured in the correct operating position with padlock and chain.	Monthly	Ensure locks and chains used as securing devices are sturdy and resistant to breakage except by heavy cutting devices
		b) CHECK all underground key-operated valves if in the correct operating position	Monthly	
		c) CHECK ring-main sectional isolation valves within the station.	6 Monthly	
1.2	All sectional valves and other distribution components	CHECK all sectional valves reticulation isolating valves, pressure gauges, strainers and non-return valves for leaks and signs of physical damage.	Monthly	
1.3	Installation survey	Pipework—CHECK that exposed water distribution system, including pipework, pipe supports and valves appears free from corrosion and damage, and not subject to external loads and pipework is properly supported.	Yearly	
<b>TEST – WATER RETICULATION MAINS</b>				
2.1	Water *reticulation sectional and isolation valves status (Stroke test)	a) OPERATE all water supply sectional and isolation valves including underground key-operated valves from fully open to fully closed.	Yearly	Return all valves to original position after test. Record all results on valve test log.
		b) VERIFY that the valve position indicators are securely mounted and indicate correctly.	Yearly	
2.2	Non-return valves	VERIFY that all non-return valves are operating freely and are seating correctly	Yearly	
<b>INSPECTION – FIRE WATER TANK</b>				
3.1	Tanks – with mechanical / hydraulic water level gauge	a) CHECK that the tank is full and that the level indicator reads correctly.	Weekly	
		b) CHECK mechanical gauge moving components for corrosion, wear and tear	Weekly	
3.2	Tanks - atmospheric	INSPECT externally tank condition, supporting structure (plinths, steel supports, etc.), fittings, nozzles, and acceptable condition of roof, hatches and ladders, external corrosion.	Weekly	
3.3	Plant labelling	CHECK if all plant labelling and reference labels are provided, properly affixed and legible.	Weekly	
<b>PREVENTATIVE MAINTENANCE – FIRE WATER TANK</b>				
4.1	Tanks - atmospheric	REPLACE inlet valve washer and	Yearly	

No	Item	Action required	Frequency	Additional information
		lubricate the float mechanism. Lubricate water level indicator, pulleys and cables and check indicator		
4.2	Painting	REPAINT tank externally and internally as well as supporting structures	As required	
<b>INSPECTION – FIRE PUMP SETS AND FUEL SUPPLIES</b>				
5.1	Pump areas	a) CHECK that pump areas are unobstructed (i.e. free access around the pump sets without hindrance),	Weekly	
		b) CHECK that pump areas are not used for storage (i.e. no storage of combustible materials, flammable liquids, flammable gasses, spare motors or components) and that area is generally clean and free from fuel, oil and water spillages on the floors.	Weekly	
		c) CHECK that pump area lighting is adequate (i.e. no blown lights, broken light fittings, dark areas around the pumps. If insufficient, add more lighting.	Weekly	
		d) CHECK that the discharge from the pressure relief valve will not cause flooding or water damage (i.e. water discharge correctly directed into sump drains, terminating with an elbow facing the sump pit, etc.)	Weekly	
5.2	Valves	a) CHECK that all valves are in the operating position (as indicated on the P&ID or mimic drawing), and	Weekly	
		b) CHECK that all the critical valves are secured against tampering where applicable.	Weekly	
5.3	Pressure gauges	a) CHECK that correctly ranged pressure gauges are installed and in an operative condition	Weekly	Record pressure gauge readings
		b) CHECK that gauges are defect free and legible (free from physical damage, lens clear with no fading, paint, dirt, oil, etc). Where fitted, check that glycerine levels of gauges are at the correct level and no leaks are found.	Weekly	
		c) INSPECT stop valves on gauges and ensure it is in the OPEN position.	Weekly	
		d) RECORD pressures and check that it is within the ranges indicated on the pressure gauge schedule. Pressure should be within $\pm 3\%$ of normal operating	Weekly	
5.4	Auto start arrangement	a) Pressure Switches CHECK for mounted securing to pipe work tapping point, physical damage and gland is in place and secure. All removable covers are securely closed and IP rating requirements are still maintained.	Weekly	

No	Item	Action required	Frequency	Additional information
		b) Signal Cabling CHECK that all signal cables are free from physical damage, terminated into the switch, conduit is securely mounted, flexible metal conduit (sprag) is in good condition and securely fixed.	Weekly	
		c) Pressure Gauges CHECK that gauges are defect free and legible (free from physical damage, lens clear with no fading, paint, dirt, oil, etc). Where fitted, check that glycerine levels of gauges are at the correct level and no leaks are found.	Weekly	
		d) NRV's CHECK that NRV's are installed in each sensing line and follow the flow direction correctly and leak free at joints,	Weekly	
		e) Valves CHECK valves are in correct operating position (fully open or fully closed), leak free, no damage on handles and spindles,	Weekly	
		f) Mimic Diagram ENSURE that a mimic diagram is provided, securely fixed in position, legible and clean. CONFIRM component labelling correspond with mimic diagram.	Weekly	
5.5	Fuel Tanks	a) CHECK that fuel gauges are defect free and legible (free from physical damage, lens clear with no fading, paint, dirt, oil, etc)	Weekly	
		b) CHECK the fuel level and ensure that the fuel tank is not less than ¾ full. If less than ¾ full then refill or notify ops to refill.	Weekly	
		c) CHECK fuel supply pipes for condition and defects i.e. properly supported, no dents, no leaks, external corrosion, etc.	Weekly	
		d) Flexible hose connections between the fixed supply lines and the diesel driver must be of metal braded hose with no leaks, sharp bends or exposure to hot surfaces.	Weekly	
		e) CHECK fuel tank for signs of leakage, corrosion, adequacy of support, breather connection free of obstruction and routes to the outside.	Weekly	
		f) CHECK fuel supply lines to be locked in the open position. Fuel tank drain valves where fitted must be locked in the closed position.	Weekly	
		g) CHECK bund wall enclosure below fuel tank for physical damage to walls and floor, drainage, accumulation of combustible materials, etc.	Weekly	
5.6	General inspection	a) CHECK for any obvious signs of physical damage or deterioration.	Monthly	
		b) INSPECT pump plinths (Cracks, spalling, mechanical anchor corrosion, corrosion of pump skids, etc.	Monthly	
		c) INSPECT pipes, pipe plinths and supports for adequacy of support, pipe	Monthly	

No	Item	Action required	Frequency	Additional information
		movement, corrosion, loose/defective U-bolts, leaking, etc.		
5.7	Diesel driven pump engine start batteries	a) CHECK engine start batteries and charging equipment for loose terminals, corrosion at terminals, damage cabling	Weekly	Record battery charger panel Voltage and Current
		b) CHECK fire pump start batteries for loose terminals, corrosion at terminals, damaged cabling, electrolyte levels, battery damage and deformity.	Weekly	
		c) Check electrolyte level in batteries d) CHECK battery charger panel Current & Voltage meters for correct readings and record	Weekly	
5.8	Diesel engine pump control panel	a) CHECK enclosure for corrosion and the ingress of water, dust or insects. CLEAN and Rectify any defects noted.	Weekly	
		b) CHECK operation of all visual indicators, switches and sounders. REPLACE any defective indicators and components and retest function.	Weekly	
5.9	Plant labelling	CHECK if all plant labelling and reference labels are provided, properly affixed and legible.	Weekly	
<b>TEST – FIRE PUMP SETS AND FUEL SUPPLIES</b>				
6.1	Precautions	Prior to commencing any test function: a) CHECK all safety guards are in place and secured.		
		b) Where diesel driven pump-sets are installed, CHECK engine coolant (radiator), engine cooling line valves in open position (inter-cooler / heat exchanger), engine oil, diesel fuel levels and belt drives. Check fuel water-trap/filter for water contamination. Rectify where low levels are observed.		
		c) Check and record diesel driver hour meter reading prior to commencing the test run.		
		d) CONFIRM, with the Control room Operator, prior to starting the fire pumps, that the test run is about to start.		
6.2	Pressure gauges	Prior to commencing any test function, RECORD pressure readings from water supply (suction) and system pressure (discharge) gauges.		Suction: .....kPa Discharge: .....kPa
6.3	Fire Pump Control Panel and Engine Start Batteries	Perform 6.1 and 6.2 prior to test  a) TEST the float charge voltage of both the i. fire pump control panel and ii. engine start batteries and record the result.	6 Monthly	Amps ..... Volts..... Amps ..... Volts.....
		c) Battery charger power failure alarm operates correctly.	Weekly	Simulate power failure by isolating power supply of charger at the respective circuit breaker.
6.4	Fire Diesel Engine Pump Auto starting arrangement – function test	a) START each diesel pump-set by reducing the applied water pressure on the Auto Start Arrangement sensing line and run engine continuously for not	Weekly	Main Diesel #1: .rpm (after 15 seconds) Main Diesel #2: ...

No	Item	Action required	Frequency	Additional information
		less than 30 min on the first automatic start and Check & Record that the driver achieves full speed within 15 seconds of starting.		.rpm (after 15 seconds)
		b) RECORD the pump cut-in pressures and verify that they are within the set-point as indicated on the pressure gauge schedule / mimic drawing.  RECORD the Oil Temperature, Engine water temperature, Engine Oil Pressure and Engine Running Speed	Weekly	
		c) RECORD the Suction & Discharge pressures, test run time and the hour meter reading prior to the test. d) CHECK that pump gland packing and mechanical seals are not leaking e) VERIFY that there are no abnormal vibrations or abnormal sounds. If evident, stop the test f) VERIFY that the local and remote "pump running" alarms operate g) Running speed is correct and record the result h) Water, oil and fuel leaks are not evident and theres no leaks from pipes or pumps i) Main diesel driver Battery charger / alternator is operating correctly. RECORD Amp rating j) CHECK that the mechanical engine stop mechanism on the diesel driver returns to start position automatically	Weekly	Suction:.....kPa Discharge: kPa Test: .....mins Hour Meter: ...hrs
6.5	Diesel driven pump sets Annual Pump Performance Test (Engine Fails To Start)	SIMULATE an engine fail to start by means of either automatic mode or manual mode. . Proceed as follows: The fail-to-start alarm shall operate after the sixth cycle of cranking, when the following sequence is carried out: Automatic Mode: 1) Isolate the fuel supply; 2) Select pump mode to AUTO START 3) By means of the pump test arrangement simulate a controlled pressure drop for the pump being tested 4) Witness and record the time for engine cranking (not less than 15 seconds) by the pump controller 5) Witness and record 10 second pauses between crank cycles of the engine 6) A total of six crank cycles should occur before the pump controller goes into a PUMP FAIL condition. 7) REINSTATE the fuel supply and proceed with manual start of pump, allow for a 5minute test run to ensure functionality is restored. OR Manual Mode: 1) Isolate the fuel supply; 2) With the pump controller in MANUAL MODE crank the engine for not less than 15 seconds;	Yearly	

No	Item	Action required	Frequency	Additional information
		3) Stop the cranking for not less than 10 seconds and not more than 15 seconds; 4) Repeat (2) and (3) a further five times; and 5) A total of six crank cycles should occur before the pump controller automatically goes into a PUMP FAIL condition. 6) REINSTATE the fuel supply and proceed with manual start of pump, allow for a 5minute test run to ensure functionality is restored. Ensure that engine-start cycling requirements and alarm activations are satisfied		
<b>PREVENTATIVE MAINTENANCE – FIRE PUMP SET AND SUPPLIES</b>				
7.1	Batteries	a) REPLACE control panel batteries in accordance with manufacturer's recommendations.	As per OEM	
		b) REMOVE any corrosion from battery terminals.	Monthly	
7.2	Diesel Engine Maintenance	As per manufacturers recommendation	As per manufacturers recommendation	
<b>INSPECTION – SPRINKLER AND DELUGE SYSTEMS</b>				
8.1	Main Isolation valve and trim valves	CHECK that the main Isolation valve(s) and trim valves in each control assembly are secured in the open position and correctly labelled	Weekly	
8.2	Water motor alarm gong	INSPECT all water gong components as per the installation specific mimic drawing for defects and damage.(i.e. test line isolation valve, NRV, strainer, alarm gong body, etc.) Note: Y-type strainers must be installed in a horizontal position with the basket pointing down wards. CONFIRM flow direction is correct on strainers and non-return valves. INSPECT area below alarm gong discharge pipe to ensure free flow of water from the discharge opening.	Weekly	
8.3	Pressure gauges	CHECK that all pressure gauge readings are within the ranges indicated on the pressure gauge schedule. Pressure should be within $\pm 3\%$ of normal operating pressure (10 bar). CHECK for & RECORD that gauges are defect free and legible (free from physical damage, broken needles, lens clear with no fading, paint, dirt, oil, etc). Where fitted, check that glycerine levels of gauges are at the correct level and no leaks are found. INSPECT stop valves on gauges and ensure it is in the OPEN position.	Weekly	Installation: kPa Below stop valve: kPa Water supply 1: kPa Water supply 2: kPa RECORD any damage and defects as found for corrective action.
8.4	Pressure switches	CHECK for mounted securing to pipe work tapping point, physical damage and gland is in place and secure. All removable covers are securely closed and IP rating requirements are still	Weekly	Grommets and gauge fronts to be in a good condition.

No	Item	Action required	Frequency	Additional information
		maintained. Signal Cabling: CHECK that all signal cables are free from physical damage, terminated into the switch, conduit is securely mounted, flexible metal conduit (sprag) is in good condition and securely fixed.		
8.5	Control valve assembly area	CHECK that control valve assembly area is unobstructed and is not used for storage of any materials whether combustible or non-combustible.	Weekly	
8.6	Sprinkler head condition	a) CHECK that sprinkler heads appear free from mechanical damage, corrosion and paint on operating elements or cover plates.	Quarterly	Note that this activity must occur once of upon contract award and then every 4 months.
		b) CHECK for poorly fitting or missing escutcheons or cover plates, damaged guards, and attachment of foreign material.	Quarterly	
		c) CLEAN sprinklers using soft cloth with water	Quarterly	
8.7	MJCs	CHECK in situ for evidence of paint loading, external corrosion, etc. Replace if necessary. REPLACE if defective	Quarterly	
<b>TEST – SPRINKLER AND DELUGE SYSTEMS</b>				
9.1	Alarm gong test	a) OPERATE each alarm valve by opening the test valve b) RECORD time(s) to operation of alarm gong(s) and verify that these do not exceed 180 s. c) During the flow test VERIFY pressure switch responds accordingly and alarm signal is received in the relevant control room.) d) TEST all alarm-initiating devices (flow and pressure switches) e) VERIFY that water alarm gong is functional and clearly audible above ambient noise levels.	Quarterly	Note that this activity must occur once of upon contract award and then every 4 months.
9.2	Main drain valve water supply test	a) OPEN the main drain valve.	6 Monthly	Before test water supply pressure ... kPa
		b) VERIFY that residual water supply pressure, with drain valve open, is within 10% of the value recorded on the pressure gauge schedule.		Stabilize flow water supply pressure kPa
		c) Slowly CLOSE main drain valve and record time for pressure recovery.		Time for pressure recovery .....s
		d) VERIFY that the time for pressure recovery aligns with previously recorded value.		Note that this activity must occur once of upon contract award and then every 6 months.
9.3	Full flow trip test	Caution: Performing this test results in operation of the deluge valve. Water will flow from open sprayers or nozzles. a) CONFIRM that precautions have been taken to prevent damage. b) Fully OPEN the flow test or main drain valve to flush away any	Annually	

No	Item	Action required	Frequency	Additional information
		accumulated foreign matter. CLOSE the flow test valve. c) TRIP the system by operating the release system. Allow water to pass through the deluge valve. d) CONFIRM that water flow alarms operate. e) When test is complete, close the main water supply isolating valve. Close the priming valve. Open the auxiliary drain valve and all system drain valves to drain water from the spray nozzle water piping f) PERFORM semi-annually maintenance. g) Place the system back into operation		
9.4	MJCs	TEST the MJCs by opening the drain valve on each MJC to check if the system activates.	Annually	
<b>PASSIVE FIRE PROTECTION SYSTEM</b>				
<b>ITM FOR STRUCTURES AND CABLES/COATING</b>				
10.1	Concrete structures	CHECK areas that have concrete along piping through walls. If so, repair the walls to ensure fire rating of the area is maintained.	Annually	Note that this activity must occur once of upon contract award and then every 12 months.
10.2	Fire protection system/coating — Thickness	CHECK visually for areas of non-compliance: a) If mineral coating, loss of adhesion, tap on coating to check for uniform adhesion.	Annually	
		b) Mechanical damage, intumescent coating or flaking		
		c) If fire protective boards, missing boards, loss of adhesion or mechanical damage.		
		d)CHECK for cables, pipes, ducts etc that are not properly sealed along walls. REPAIR such defects by using approved Fire Rated-Penetration Seals		
10.3	Bund walls	CHECK that bund walls are clean, drained and there are no oil settled inside. If so, CLEAN bund wall area.	2 Monthly	Note that this activity must occur once of upon contract award and then every 2 months
<b>ITM FOR HINGED AND PIVOTED FIRE-RESISTANT DOORS</b>				
11.1	Marking— Tags and signage	a) CHECK door leaves and door frames have a tag bearing the information contained in SANS 1253 b) CHECK to ensure relevant signage is applied.	6 Monthly	Note that this activity must occur once of upon contract award and then every 6 months.
11.2	Clearances in the closed position	CHECK: a) Top: Gaps between the edge of the door leaf/leaves and the frame do not exceed 3 mm at the head.	6 Monthly	
		b) Sides: Total width of the clearances between the vertical sides of the leave of a single-leaf door-set and the frame does not at any cross-section exceed 6 mm. In the case of a double-leaf hinged door, the clearance between one	6 Monthly	

No	Item	Action required	Frequency	Additional information
		meeting stile and the other, and the clearance between the frame and the leaves shall not exceed 4 mm.  c) Bottom: Gaps are not less than 5 mm and not more than 12 mm at the threshold		
11.3	Hardware— General	a) CHECK all essential hardware required for suspension, closing and latching is fitted and is a make and model that has been fire tested for the specific proprietary fire-resistant door construction. b) CHECK all hardware is attached in accordance with the requirements of SANS 1253 and is securely fixed. c) CHECK the door leaf is free from non-approved fittings, fixings or attachments and free from damage caused by relocation of hardware items.	Annually	
11.4	Door closes and pivots	CHECK a) The closer arm and any pivots operate freely and smoothly. b) The door-set is free from any closer oil leakages. c) The screw fixing and mounting arrangements for door closer are secure to the door leaf and door frame. d) The door closer body is free from obstructions by walls, fixtures and/or fittings at any point throughout its swing. e) The door closes fully and latches. f) Cushioned back-checking action takes place as per the requirements of SANS 1253 g) For doors with magnetic hold-open devices, the door leaf comes to the fully closed and latched position upon release of the hold-open device.	Annually	
11.5	Hinges	CHECK: a) Hinges are free from any undue wear and tear and are correctly aligned and operating smoothly and freely. b) Hinges are securely fixed to the door leaf and frame. c) Hinge pins are home.	Annually	
11.6	Door seals	CHECK any installed door seals are approved for use on the fire-rated door-set and are functioning as intended and the gaskets are not damaged.	Annually	
11.7	Door leaves	CHECK: a) Doors are free from any visible delamination, buckling, warping, bowing, twisting or significant damage. b) Door edges are in good condition and free from any splitting or damage on all sides.	Annually	
		CHECK a) Door frames are adequately anchored to the walling and restrained		

No	Item	Action required	Frequency	Additional information
11.8	Door frame	against rotational movement about their longitudinal axes. b) Steel door frames are back-filled if required for the proprietary door type and FRL. c) Doorstop dimension is 25 mm or ensure that other stop dimensions are approved for the proprietary door type and FRL, or that an approved intumescent perimeter seal is not incorporated. d) Doorframe is free from excessive distortion at any point along frame sections. e) To ensure doorframe incorporates a door striker plate. f) Rubber buffers are not present, thus creating an additional gap for smoke spread	6 Monthly	
11.9	Vision panels	CHECK: a) Proprietary door type is approved for use of a vision panel (not allowed in Class C & D fire doors) b) Vision panel frame type, glass type and size are consistent with fire-tested approvals. c) Opening size does not exceed 100 mm (±5 mm) x 300 mm (±5 mm) or 200 mm in diameter without incorporation of a fully insulating intumescent type glass. d) To ensure glass is in a sound condition and free from cracks. e) To ensure perimeter trim and framing are secure and in sound condition and that all fixing screws are in place.	6 Monthly	
11.10	Kick plates	CHECK to ensure kickplates are securely fixed.	Monthly	

**Table 2: Areas requiring inspecting, testing and maintenance**

Item	Description	Number Note: Refers to number of deluge valves
1	Deluge fire protection systems (air actuated)	Generator, unit and turbine transformers
		U1-3, U4-5, U6-7, U8-10 standby transformer
		North and South Bulk Fuel Oil Tank and Pumphouses
		North and South Service Fuel Oil Tank and Pumphouses
2	Deluge fire protection systems (hydraulic actuated)	Electric Feed Pumps and Steam Feed Pump
		Main Oil Tank
		Diesel Generators
		Boiler burners
3	Sprinkler systems	Cable tunnel
		Cable spreading room
		North and South Incline Conveyors
		Understaithe Conveyors
		Fire pump house
3	Pumping system	Diesel Fire pump
		Jockey pump
		Fire water tank
4	Fire doors	All fire doors across the entire power station including but not limited to <ul style="list-style-type: none"> <li>- All fire doors on station basement (40 ft, 112 ft, and 170 ft level) and outside plant including switchgear, equipment, battery rooms and control rooms.</li> <li>- Water Treatment Plant</li> <li>- Blue building, gigawatt park, IT server room etc</li> </ul>

## Technical Scope of Work

The scope of work entails inspection, testing and maintenance of the fire water mains, fire water tank, diesel engines, fire pumps, deluge and sprinkler systems and passive fire protection systems as per Table 1. The Contractor will also be responsible for attending to all defects raised by OPS or any other Eskom individual at Hendrina Power Station. The scope includes normal preventative maintenance (PM) and corrective maintenance (CM), emergency work and outage work. The maintenance of the fire system shall be done according NFA 25, this standard is on internet and other search.

- The Contractor provides the complete maintenance of the Fire Protection system in a manner that ensures minimal interruption to the Fire Protection system and minimizes the number of and duration of impairments, so as not to constrain any operation of the Employer or place the safety of personnel and equipment at significant risk.
- The Contractor attends the maintenance/operating meetings, arranged by Production at the designated venue.
- The Contractor plans maintenance schedules in co-operation with the Employer. These plans are submitted to the Service Manager for acceptance before the Contractor starts with any work on site.
- The Contractor should be registered with National Fire Protection Association (NFPA 25): Standard for inspection, testing and maintenance of water-based fire protection systems within 3 months of contract start date

### Contract performance

- Provide a 24 Hours service, seven (7) days per week and weekends when required.
- Adherence to Plant Safety Regulations and Hendrina instructions for impairment process
- Optimisation of the system availability and equipment to reduce cost, maintain and enhance the condition of the equipment.
- Conduct inspection and testing of all equipment to assess and monitor equipment condition
- Perform maintenance work in accordance of specified standard procedures and check sheet as agreed between the Contractor and Employer
- All work performed within the parameters of the scope of work and standard procedures
- Ensure that the work is performed to the highest standard and safety standards and regulations.
- All equipment isolated for maintenance intervention shall be re-commissioned after start-up and recorded in history on SAP-PM
- Ensure planned maintenance and reduced plant breakdowns

### INSPECTION, TESTING AND Maintenance requirements

- The Contractor will be required to conduct routine inspections, mechanical repairs and inspections in accordance with the details and inspection frequencies as per the scope of work in Table 1.
- Identify, report, plan, repair any defects on the mechanical components and replace any defective components as per Maintenance Strategies.
- Equipment inspection will be inspected daily, weekly, monthly, quarterly and yearly or as and when required as per Maintenance strategies and condition monitoring tests.
- The Contractor is further expected to liaise daily with the Operating Department/Maintenance Department to plan work and to optimise the availability of the plant
- The Contractor will also be required to load defects on the SAP and/or FLIP system. The Contractor may be required to load defects on the system via assistance from Operating Department.
- The Contractor may be requested by the Employer to conduct plant modifications as per Engineering instructions or SOW's.
- All work must be executed by qualified and trained personnel using the correct tools and equipment to ensure a reliable plant. Quality inspections to be done on all defects that are completed with Eskom personal signing it off.

- All personnel working on the Fire Protection System will be required to have attended basic deluge system training and must be deemed to be competent in fire system maintenance
- The Contractor must document all findings from the inspection, testing and maintenance tasks via inspection sheets or check lists. A logbook of all findings must be provided.
- The Contractor must provide a programme indicating how their resources will be allocated to execute the tasks according to their frequencies as per Table 1 and Table 2
- Where cleaning of bund walls is required, the Contractor must provide all necessary equipment and consumables for cleaning such as vacuum truck, chemicals, rags etc.
- The Contractor may utilize the existing station scaffolding contract where scaffolding may be required.
- Inspection of diesel engines, conducting performance testing of the diesel engines water pumps.

### **Maintenance philosophies**

The Contractor will be responsible for preventative maintenance and corrective maintenance. The defects found and corrective actions will be planned according to the priority of the defects. The detailed planning of critical/major activities, together with QCPs, risk assessments, project plan and method statements will be done by the Contractor and approved by the Contract Supervisor/Engineer. Auxiliary Maintenance will assist the contractor in doing Plant Safety Regulations (PSR) training. Once trained the contractor employees will take their own permits.

### **Quality Control Plans (QCP's), Safe Work Procedures and Job Observations**

The Contractor will be required to develop and submit QCP's for the Employer's approval. QCP's with action plans, safe work procedures and job observations shall be produced at the request of the Employer.

QCP's must be signed and approved by the Quality Controller, System Engineer and Auxiliary Plant Maintenance Supervisor.

### **Deficiencies and Modifications**

No modification shall be done on the plant and equipment without notifying the Employer and System Engineer or Contract Manager.

### **Experience**

The following experience and qualified skills will be required:

- Site Manager - Technical National Diploma (NQF 6) with minimum of 5 years' experience.
- Supervisor - N6 qualifications with trade certificate with minimum of 4 years' experience post trade certificate.
- Mechanical artisans - N3 mechanical engineering with trade certificate with minimum 3 years' experience post trade certificate.
- Diesel Mechanic – N3 technical qualification with trade certificate with minimum 3 years' experience
- Welders with 3 years' experience post certification.

Support Structure

- General workers

### **Conclusion**

The contractor to keep records and submit reports for all the scope executed. The report shall indicate what was executed, any abnormalities and some recommendations or warnings if any with aligned to good maintenance practices in a compressed air industry.

### **C3.3 Reports**

The contractor to provide a failure mechanism report when requested.

- Quality control
- Signed risk assessment
- Signed QIP

### **C3.4 Spares**

The employer provides all the spares required performing the works onsite; it's the responsibility of the *Service Provider* to inform the employer of the required spares 4 weeks before scheduling the works

## Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
OBL	Outside battery limits
SANS	South African National Standards
ISO	International Organization for Standardization
N/mm	Newton per millimetre
OSHAct	Occupational Health and Safety Act
CIDB	Construction Industry Development Board
PSR	Plant Safety Regulations
PTW	Permit to work

## Management strategy and start up.

### The *Contractor's* plan for the service

- *Contract* to ensure that they comply to works management requirements
- The *Contractor* must submit the plan to the *Project Manager* explaining in details how they are going to perform maintenance service throughout the service period.
- Monthly technical report to be submitted to the *Project Manager*
- Communication which this contract requires is communication in a form which can be read, copied and record (Writing is in the language of this contract).

### Management meetings

Regular meetings may be convened and chaired by the *Supply Meeting*, date for the meetings will be communicated to the contractor.

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

Contractor must submit organogram to Project Manger

### Documentation control

All contractual communications shall be in the form of writing. All that relates to this contract must be kept in one original file and one duplicate file which will be compiled by the Contractor's resources according to documentation management system.

### Invoicing and payment

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

The *Contractor* shall address the tax invoice to  
Eskom Holdings SOC Limited  
Hendrina Power Station  
PO Box X 1003  
Pullenshope  
1096

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)

### Contract change management

The *Service Provider* submits signed daily logbooks in the case that a compensation event arises. Also, the *Service Provider* keeps and provides upon the request of the *Service Manager* these documents:

- Risk register form
- Attendance register of the site operator

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

N/A

### **Insurance provided by the *Employer***

The *Project Manager* will submit the insurances policies and certificates to the *Contractor* before the start date in terms of core clause 87.1.

### **Training workshops and technology transfer**

N/A

### **Design and supply of Equipment**

The contractor to submit any drawings of new installations to the contract manager

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

Equipment

None

### **Information and other things**

Competency certificate

### **Management of work done by Task Order**

n/a

## Health and safety, the environment and quality assurance

### Health and safety risk management

The Contractor shall comply with the health and safety requirements required by Eskom.

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

- a) The Contractor works strictly to regularly updated risk assessment.
- b) The Contractor ensures supervised and authorised entry into the plant.
- c) The Contractor ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- d) The Contractor complies with the Occupational Health and safety Act and Regulations, 1993 and all regulations made there under as well as the Employer's safety and operating procedures.
- e) The contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- f) The Contractor undertakes not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- g) All employees of the Contractor must attend a safety induction course before they are allowed to work on site. It is the responsibility of the Contractor to ensure that all employees have attended the safety inductions.
- h) The Contractor holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- i) The Contractor complies with all of the applicable procedures as required by the Employer, procedures available from the Employers Documentation Centre on request.
- j) The Contractor familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The consultant specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the Employer.
- k) The following risks have been identified by the Employer, and the Contractor shall include these in his risk assessment:
  - Injury caused by hand tools
  - High noise level
  - Falling when working at heights
  - Welding which may result in burning
  - Movement of stairs while walking
  - Falling into open trenches while walking
  -
- (l) Any tampering the Employer's fire equipment is strictly forbidden
- (m) All exit doors, fire escape routes, walkways, stairways, stair landings access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all walking
- (n) In a case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555.
- (o) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.
- (p) Employer provides the Contractor with the baseline risk assessment to use it as minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the Contractor will clearly show all the mitigating strategies in order to minimize all the possible risks.

## Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints required by Eskom. The *Contractor* ensures that all equipment used in the designs conform to all applicable environmental legislation.

The *Contractor* adheres to the Employer's Environmental Management System that must meet the requirements for the code of Practice for Environmental Management System (EMS), ISO 14001:2004.

The EMS requirements are detailed in the latest revision of the following documents, which are available from the *Service Manager* on request, and include:

- The Hendrina Power Station Environmental Policy (HSPPIN005)
- The Environmental Emergency Preparedness Procedure (HSPPIN032)
- The Prevention & Cleaning of Oil Spills Procedure (HSPPIN003)
- The Waste Management Procedure (HSPPIN003)
- The Roles and Responsibilities Procedure (HSPPIN028)
- The EMS Non – Conformance , Corrective and Preventative Action (HSPPIN034)
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database – this is continually changing and available from the Employer's Representative.
- Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative.
- All operational procedures that includes environmental requirements, related to the works information or Scope of this contract.

The Contractor is responsible with any new environmental requirements, relative to works information or Scope that may come into effect as part of Employer's EMS during the duration of this contract

The Contractor is responsible to ensure representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis.

If there uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3011 or (013) 296 3013.

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

## Quality assurance requirements

QIP's from the *Contractor* shall be submitted to the system engineer for the approval before it can be used.

## Procurement

### People

#### Minimum requirements of people employed

The Service provider to employ suitably qualified personnel to carry out the contractual duties.

## BBBEE and referencing scheme

Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings in a change to the Contractor's B-BBBEE status, the Contractor notifies the *Employer* within seven days of the change.

### Subcontracting

#### Preferred subcontractors

N/A

## **Plant and Materials**

Specifications

Any defected plant and or material being used by the Service Provider is to be corrected by the *Contractor* as per notification and Scope of work provided by the *Service Manager I* and operating personnel

## **Correction of defects**

Any defect in Hendrina Power Station is to be corrected by the *Service Provider* within the notification period and new replacements are to be done as per instruction per *Service Provider*.

## **Contractor's procurement of Plant and Materials**

N/A

## **Tests and inspections before delivery**

Proof of testing to be provided

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

N/A

## **Working on the Affected Property**

All the work shall be done in accordance with Plant Safety Regulations.

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

*Contractor* shall adhere to all cardinal rules.

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

*Contractor* shall keep all the time sheets for all employees who will be on site at all times for the period of the contract.

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

Hendrina Power Station has a medical centre located inside the power station. Operation hours for the medical centre are from 07h00 am until 16h15 pm, any injuries that occur within this time frame are to be reported immediately to the Medical centre. Employee informs his/her supervisor and the supervisor is to accompany said employee to the medical centre. If the incident occurs outside of this time frame the responsible supervisor is to report the incident to Hendrina Proto team and the incident must be recorded first thing in the morning.

## **Environmental controls, fauna & flora**

As per *Employer's* procedure: The Hendrina Power Station Environmental Policy (HSPPIN005)

## **Cooperating with and obtaining acceptance of Others**

The *Contract Supervisor* shall communicate with the Boiler Engineering, Eskom QC and operating personnel to verify some of the defects and do inspections and signing of the IP's, Inspection sheets and the defects.

## **Records of Contractor's Equipment**

N/A

## **Equipment provided by the Employer**

*Employer* shall provide Overhead crane.

## **Site services and facilities**

### **Provided by the Employer**

Employer shall provide power supply, water, waste disposal, ablutions, and fire protection.

*Employer* supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points.

Power is available at the existing points. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the board, for all his power supply requirements to execute the works. The *Employer* connects distribution boards to 380 V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The *Employer* connects distribution boards to a 380V three- phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance (COC). All Contractor's electrical distribution boards are earthed to the steel structure of the plant.

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

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

## **Supplier Development and Localization**

N/A

## **Plant and Materials**

### **Specifications**

Any defected plant and or material being used by the Service Provider is to be corrected by the *Contractor* as per notification and Scope of work provided by the *Service Manager I* and operating personnel

### **Correction of defects**

Any defect in Hendrina Power Station is to be corrected by the *Service Provider* within the notification period and new replacements are to be done as per instruction per *Service Provider*.

### ***Contractor's* procurement of Plant and Materials**

N/A

## **Tests and inspections before delivery**

Proof of testing to be provided

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

All materials that have been catalogued, have materials numbers are kept to Eskom Hendrina materials management stores and will be issued to the *Contractor* on request.

## **Working on the Affected Property**

All the work shall be done in accordance with the Plant Safety Regulations.

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

## Security Arrangement

- a) The *Contractor* applies for permits at the Security gate, prior to the starting date.
- b) All *Contractors* personnel will be issued with a temporary access permit, which will contain the following information:
  - o Name
  - o ID Number
  - o Company
  - o Validity date
- c) In order to assist Protective Services with the using of permits and the identification of the personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. The list, identified with the *Contractor's* name, is to contain the following information:
  - o Employee name.
  - o Employee ID number
  - o *Employer's Representative* signature
  - o Copy of the first page of the ID book of every employee of the *Contractor*
- d) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times. All *Contractors'* permits must be submitted to Protective Service when the relevant personnel leave the site after completion of the *works*.

The *Contractor/s* visitors and all personnel conform at all times, to the security arrangements in force at the time.
- e) No unauthorized vehicles are allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contract vehicle Permit Applications should be directed to the *Employer's Representative*.
- f) The *Contractor* is 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.
- g) Lost or damaged permits may be re-issued at a cost to be paid to the *Employer* by the *Contractor*
- h) The wearing of falling device's (Harness etc.) on *Employer's* site is compulsory,
- i) Road sign's and the speed limit on site are adhered to. Vehicles may only be parked in designated areas.
- j) Personnel and vehicles entering and leaving the Site are subject to routing searches.
- k) The *Contractor* makes his own assessment of, and allows in his rates for those access problems that may be encountered.
- l) Cameras including cell phones with camera facilities must be declared and handed in at the Security reception.
- m) No fire arms, Ammunition or explosives are allowed on the Power Station premises.
- n) Reporting for duty under the influence of liquor or intoxicating substances is prohibited.
- o) No recruiting of casual Labor may be done on the Power Station premises, including the immediate area outside the Power station security gate.
- p) Control, lighting and watchman to the *works* where required.

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

*Contractor* shall keep all the time sheets for all employees who be on site at all times for the period of the contract.

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

Hendrina Power Station has a medical centre located inside the power station. Operating hours for the medical centre are from 07h00 am until 16h15 pm, any injuries that occur within this time frame are to be reported immediately to the Medical centre. Employee informs his/her supervisor and the supervisor is to accompany said employee to the medical centre. If the incident occurs outside of this time frame the responsible supervisor is to report the incident to Hendrina Proto team and the incident must be recorded first thing in the morning.

### **Environmental controls, fauna & flora**

The Contractor shall comply with the environmental criteria and constraints. Ensure compliance to environmental requirements as per Eskom Holdings SOC Limited and Statutory requirements: Atmospheric Pollution Prevention Registration certificate Number: 784 issued by the Department of Environmental Affairs and Tourism and National Environmental Management: Air Quality Act,2004 (ACT NO. 39 OF 2004

### **Cooperating with and obtaining acceptance of Others**

The *Contractor* co –operates with Others in obtaining and providing information which they need in connection with the works. He co-operates with Others and shares the working Areas with them as stated in Works information as stated in the core clause 25.1

The *Employer* and *Contractor* provide services and other things as stated in the Works Information. Any cost incurred by the *Employer* as a results of the *Contractor* not providing the services and other things which he is to provide is assessed by the *Project Manager* and paid by the *Contractor* as stated on core clause 25.2.

### **Records of Contractor's Equipment**

#### **Equipment provided by the Employer**

*Employer* shall provide overhead crane.

#### **Site services and facilities**

##### **Provided by the Employer**

*Employer* shall provide power supply, water, waste disposal, ablutions, and fire protection.

*Employer* supplies, free of charge, reasonable quantities of potable water required for the purpose of this contract from the existing points.

Power is available at the existing points. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The *Employer* connects distribution boards to a 380V three- phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance, all Contractor's electrical distribution boards are earthed to the steel structure of the plant.

The *Employer* provides the *Contractor* access to identify existing abluion facilities.

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

### **Provided by the *Contractor***

The following is included in the works:

- *Contractor* shall provide service as per scope of work and provide manpower.
- *Contractor* shall provide everything else necessary for providing the service.
- *Contractor* provides, at his cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* point of supply to the various points where it is required.
- *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all power supply requirements to execute the works.
- The *Contractor's* Electrical distribution boards, shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.
- Each board brought to site has a certificate of Compliance issued by an accredited person.
- *Contractor's* electrical distribution boards are installed at the works on a time negotiated with the supervisor prior to the possession date.
- The *Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the *Contract Manager*.
- The *Contractor* restores the site to its original state i.e clean and no rubble.
- Removal of redundant material to allocated sites.
- Inspection is held by the service manager and sign off.

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

All waste introduced to and/or produced on the Power Station's premises by the *Contractor* for his contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act. 1994 Ref: ISBN0621-16295-5.

NOTE: There is no dumping or disposal site at Hendrina Power Station. The nearest registered dumping site is approximately 55 Km from the Station.

### **Hook ups to existing works**

N/A

### **Tests and inspections**

Proof of testing to be provided.

### **Description of tests and inspections**

N/A

### **Materials facilities and samples for tests and inspections**

N/A

