



NEC3 Term Service Contract (TSC3)

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

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

for **RBI scope on Boiler, Turbine and Aux Plant at Arnot
Power Station, as and when required for 5 years**

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CONTRACT NUMBER: XXXXXXXXXX

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:

Title of the Contract:

RBI scope on Boiler, Turbine and Aux Plant at Arnot Power Station, as and when required for 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 or C	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

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

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Loveness Masoma
	Address	Arnot Power Station, Rietkuil, Mpumalanga
	Tel	013 297 982
	Fax	

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

	e-mail	MasomaLM@eskom.co.za
11.2(2)	The Affected Property is	N/A
11.2(13)	The <i>service</i> is	Execute RBI scope on Boiler, Turbine and Aux plant at Arnot Power station
11.2(14)	The following matters will be included in the Risk Register	-As agreed by both parties upon contract award
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	24 hours
2	The Contractor's main responsibilities	the Contractor's liability for defects due to his workmanship that are not listed on the defect certificate is limited to: See overall limitation of liability in Option Z
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Within 6 hours or any other period agreed between the parties
3	Time	
30.1	The <i>starting date</i> is.	01 December 2023 or as soon as possible thereafter
30.1	The <i>service period</i> is	60 Months
4	Testing and defects	Defect date is 52 weeks after completion of each Task Order. The defect correction is 24 hours or any other period agreed between the parties.
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly on the last working day of each month or on completion of task order
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days from the day of receiving the invoice
51.4	The <i>interest rate</i> is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall

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

6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)	
	These are additional compensation events:	1	<p>The unforeseen scope that could suffice and result as emergent work which was not covered in the scope will be treated as a compensation event.</p> <p>Re-works due to poor quality controls or workmanships will constitute a compensation event against contractor</p>
7	Use of Equipment Plant and Materials	-	<p>Contractor to bring their own computers</p> <p>Employer to provide all data sharing equipment</p> <p>Contractor to provide own PPE</p>
8	Risks, liabilities, indemnities and insurance		
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)	
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	<p>(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event and</p> <p>(2) for all other existing <i>Purchaser's</i> property the applicable deductible as at contract date</p>	
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	Total Price of replacement cost of the defective part	
88.4	The <i>Supplier's</i> total liability to the	Total Price of replacement cost of the defective	

	<i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	part]
88.5	The <i>end of liability date</i> is	[•0] years after Delivery of the whole of the goods and services.
9	Termination	The Employer may terminate the contract for reasons and conditions as stated in the contract (NEC).
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Based on urgency, impact and criticality of the task and/or as stated in each Task Order or agreed between parties
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	All disputes shall in the first instance be directed at the Service manager and the Contractor site manager on site. If the dispute is not settled it would be referred to the site Senior Management and the Contractor's Main Representatives. Should they be unable to settle the dispute it would be referred to senior management of each organisation. Should they fail to reach an agreement, it will be referred to the person/s selected from the Eskom panel of Adjudicators by the Party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	No Contract Data required for this section of conditions of Contract

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Contract Value
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies •
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	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 <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • Loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • Death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	8 hours or as agreed between the parties
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	The Parties to identify, agree on KPI's and measure these as agreed upon contract placement.

X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Quarterly
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Ethics	
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as	

an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety

of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Service Manager* should have notified the event to the *Contractor* but did not".

Z10 Employer's limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	As agreed upon by site
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	The Service Information and in each Task Order as applicable
21.1	The plan identified in the Contract Data is contained in:	As stated in each Task Order
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part 2 pricing data
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

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

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

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

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

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

Format of the *price list*

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*

The Price List is as follows

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT PER MONTH	AMOUNT REQUIRED FOR 60 MONTHS
1	Site Establishment	Sum	1	N/A	N/A	N/A
2	Site De-establishment	Sum	1	N/A	N/A	N/A
3	Safety File	Sum	1	Each		
4	Medical Surveillance	Annual	5	Each		
5	Transport	Sum	1	Each		
6	Tools & equipment	Sum	1	Each		
7	PPE (For 5 years)	Sum	1			
7.1	Safety Goggles	5	5			
7.2	Eskom Approved Hard Hat	5	5			
7.3	Pig Skin Leather Gloves	5	5			
7.4	Hearing protection – plugs	50	5			
7.5	Dust masks (box of 10)	5	5			
7.6	Overalls – two piece	10	5			
7.7	Safety Shoes/Boots	5	5			
8	LABOUR/ SKILL TYPE	Period		Hourly (Labour) Rate	Monthly Fee	Fee for 60 Month Period
8.1	Documentation Controller (Admin clerk)	60	1			
8.2	Quality Engineer	60	1			
8.3	Plant Data Gatherer	60	1			
8.4	RBI Engineer	60	2			
8.5	SAP Planner	60	1			
				SUB-TOTAL (excl VAT)		

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope of service in this contract relates to the management, supervision, labour and process administration.

The *Employer's* objectives for this contract include security of supply, economies of scale, competitive pricing, encouraging a long-term commercial relationship with the *Contractor* based on mutual trust, commitment to common goals and an understanding of each Party's expectations and values.

The method of assessment is described elsewhere in this Service Information.

1.2 *Employer's* requirements for the service

The *Contractor* will be expected to perform/carry out the activities stated below on the high pressure systems under the instruction of *Service Manager* at Arnot Power Station and the outputs will be used to measure the performance of the *Contractor*.

The *Contractor* shall ensure that all relevant procedures are followed when performing specific activities as defined. Any deviation or different method to perform the test must be discussed, and authorised in writing by the *Employer*.

1.2.1 SCOPE OF WORK

The *Contractor* is expected to perform/carry out the activities stated below on the pressurised equipment under (as defined by the OHS Act) the instruction of *Service Manager* at Arnot Power Station and the outputs will be used to measure the performance of the *Contractor*.

1.2.1.1 The contractor should be knowledgeable of the following NDT tests/techniques and should be able to interpret its outcomes and assess against the RBI criteria (assessed against the RBI plant assessment criteria as set out in the analysis spreadsheets).

- Digital Radiographic Tests
- Visual Examination
- Wall thickness Tests
- Magnetic Particle Inspection
- Dye Penetrant Tests
- Ultrasonic Examination
- Hardness Tests
- Endoscope Inspections
- Replication
- Dimensional Checks
- Phased Array
- Eddy Current
- Others as prescribed in the Eskom Document 240-84046217

NB: All NDT's performed on site should be presented in a report (signed and accepted by all parties) within three days of the measurements by the NDT technician.

1.2.1.2 The areas where work will be carried out are as listed below

Boiler section:

- Boiler Feed Water Supply Pipework

- Boiler Spray Water Supply Pipework
- Boiler Attenuator Spray Water Supply Pipework
- Boiler Blowdown Pipework
- Boiler Mainsteam Drains Pipework
- Boiler Mainsteam Pipework
- Boiler Attenuator Pipework
- Boiler Steam Drum External
- Boiler Headers(Economiser, evaporator, super heater)
- Boiler Blowdown Vessel
- Boiler Steam Drum Internal Nozzles
- Boiler Economiser
- Boiler Superheaters
- Materials in stores
- Boiler safety valves

Turbine section:

- Bled Steam System
- Distillate System
- Auxiliary Live Steam pipe
- Turbine Drain Lines
- Gen lube oil cooler lines
- Condenser flash box drain to condenser and vent condenser
- Gland steam inlet and outlet north and south drain lines
- Bled steam extraction pipes
- Water & steam cycle system from the economizer inlet header butt welds and ends before the last butt weld of the final super heater outlet headers
- LP extraction lines
- LP heater distillate drain line to condenser flash box
- Gen seal oil cooler lines
- De-aerators and storage tanks

- HP Heaters
- LP heaters
- Distillate drain coolers
- HP and LP heaters flash boxes
- Distillate drain lines
- Leak off lines
- Feed water lines
- Materials in stores
- Air ejectors
- Turbine Auxiliary valves
- Gland steam condenser
- Drain flash condenser and its flash box
- Atmospheric drain vessel

Auxiliary plant section:

- Air receivers
- Air drier chambers
- Centrifugal water separators
- Drier pre-filters
- Drier after-filters
- Fuel Oil Inline Heaters
- Bulk Fuel Oil Tanks

And Other plant areas as requested but not listed above.

1.2.1.3 Maintenance Planning section and Admin Work:

- Amend current plant strategies in SAP
- Facilitate the Work change management process till closure
- Record and produce RBI assessment session meetings
- Update and status presentation on site (includes steercom meeting)

1.2.1.4 SAP PM Data Capturing

1. Close/delete work orders as requested
2. Create/Amend the work orders to align with the RBI strategies in SAP
3. Schedule all statutory PM's to align to new RBI strategy
4. Revise the PM criticality according to SANS 347
5. Scan and attach RBI inspection reports to closed statutory work orders
6. Coordinate timeous capturing of statutory inspection reports
7. Link work orders on SAP
8. Create plant labelling defects in SAP
9. Create plant deviation (excursions) defects for RBI
10. Statutory SAP PM Communication/Reporting
11. Align with the requirements of Eskom's maintenance COE

1.2.1.5 Plant Data Collection/Gathering (to Eskom doc 240-66161435)

Responsible to create list of pressure equipment (generally using existing site equipment lists as a starting point) and get approval from the site and IP team that the list of equipment is satisfactory

Responsible to input data into all relevant cells of the data template, and correctly reference the source of the data

Perform self-checks on data which has been gathered, according to the validation procedure

Methodology to be followed with data gathering

1. List all the components $\geq 50\text{kPa}$ as appearing in the P&ID with KKS/AKZ numbers.
2. Populate the Design Pressure for all components
3. Populate the Nominal Diameters for all piping and valves (use piping diameters)
4. Populate the Volumes for all the vessels
5. Select the operating fluid for all the components from the dropdown menu
6. Select the equipment type from the dropdown menu
7. Run the SANS 347 hazard category calculation to identify SEP, category I to IV
8. Populate the rest of the data only for components classified as category II and above
9. Fill the rest of SEP and category I component data cells
10. Highlight all the assumed data cells (fill colour)
11. Where data is still not available, involve the specialist (Chief Engineer/Technologist) to advise the way forward. If the data is still not available after all the efforts made, a memorandum needs to be documented to formally declare the unavailability of the data and signed by the system engineer and line manager.

The actual design wall thickness is required, if available. If not, then the installed wall thickness is sufficient.

Risk Analysis (RBI Engineer) to RBI Manual 240 – 840 45193

1. Collate data for presentation to Assessment Team,
2. Assist the System Engineer to gather data for RBI
3. Perform initial Level 1 Assessment
4. Populate Level 2 additional data.
5. Assist the System Engineer to gather additional data as required
6. Present data to Assessment Team,
7. Attend Level 2 Assessment
8. Populate Level 3 additional data
9. Co-ordinate Level 3 Assessment.
10. Integrate RBI Strategy into RBO Strategy and initiate changes to SAP with Station System Engineer.
11. Input results into the Station specific Record Management System and Risk assessment tool.
12. Prepare draft RBI Strategy with Plant System Engineer for forthcoming outages.
13. Compile formal report for the Plant system RBI performed.
14. Collate post outage inspection findings for presentation to Team and co-ordinate risk assessment update for Level 2 and Level 3.

15. Review data gathering and level 1 risk spreadsheet for completeness before submission to SME for review
16. Record minutes of RBI assessments

Management System integration (Quality Engineer)

1. Manage the overall Risk Based Inspection management system and integration with other station processes.
2. Assist stations with the transition from the current RIMAP standard (CWA15740:2008) to the proposed EN-16991:2016 standard
3. Assist in the closing out of all RBI audit findings
4. Perform Quality Control activities during RBI SOW development and execution
5. Ensure RBI Scope is executed, review documentation i.e. Inspection reports, NDT report
6. Train on RBI Management System
7. Up skill sites quality management personnel on the RBI Management system
8. Providing guidance/Preparation, compilation and implementation of the Execution and Quality Plans
9. Provide assurance that all management system requirements are achieved regarding the RBI Certification process.
10. Develop RBI documentation from design of RBI management system to implementation and roll out phases.
11. Review and advise on Quality related issues with Projects stakeholders
12. Plan, promote, organise and provide specialist training and guidance related to RBI project quality and reliability.
13. Develop, consolidate and report on RBI Quality performance of projects
14. Access all relevant documents, processes, systems, necessary to properly and comprehensively manage and execute quality in the RBI project.
15. Review all such documents, process, systems, for compliance to Eskom, best national and International practices, correctness, completion and relevance to the RBI process needs.
16. Assess and review the RBI structures, management, quality culture, quality of leadership, relating to management of quality, processes and systems in the project.
17. Review strategies proposed by the local RBI steering committee to improve and deficiencies and to monitor implementation thereof.
18. Consolidate and report on the audit findings and actions to close findings
19. Utilise quality assurance fundamentals and techniques such as data analysis, root cause analysis, SPC and corrective action implementation and assure they are developed and implemented effectively
20. Manage cross functional collaboration between RBI and other departments
21. Maintain accurate records emanating from RBI process implementation and roll out

Provide Active risk Analysis support

Evaluation of daily plant excursions on critical plant to establish need for plant risk re-assessment
Reporting of operational deviation and pressure envelope risk

Conduct RBI Effectiveness Reviews

Engage all internal stakeholders on the areas where savings can be realised.

Plant Risk Assessment Reporting (written)

Assist with the provision of RBI Awareness Training to Station Engineering Staff

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

2.1.1 The *Contractor* submits a program for acceptance by the *Service Manager* prior to commencing with the rollout of the RBI program. The program will be updated on a regular basis and shared with the respective station stakeholders as directed by the employer.

2.2.2 The RBI rollout program will include the following:

- The duration of each activity,
- The working calendar (number of work-hours per day, days per week),
- The exact quantity of people per plant assessment,
- All phases and interfaces

2.2.3 The *Contractor's* program activities must fit in with the interface activities of other *contractors* and other stakeholders.

2.2.4 Activities will only be recorded as complete when the quality inspection plan for the activity is returned to the *employer's representative* with all the relevant signatures, including that of the quality controller.

2.2.5 The frequency of updating is listed on the task order. More regular updating may be required on the critical path activities.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	On Adhoc basis	<i>Service Managers Office</i>	<i>Employer's Service Team, Contractor</i>
RBI Steercom	Quarterly	<i>Employer's premises</i>	<i>Employer, Service Manager, Steercom members, Contractor</i>
Plant risk assessment	On Adhoc basis	<i>Employer's premises</i>	<i>Risk Engineers, Functional Experts, Quality team, Contractor</i>
Site (Kick Off) meeting	First working day after official contract	<i>Service Managers Office</i>	<i>Employer's Service Team, Contractor</i>
Early Warning Meetings	As required	<i>Service Managers Office</i>	<i>Contractor, Supervisor and Service Manager</i>
Annual certification/surveillance audits	Annual	Employer's premises	<i>Contractor, Auditing firm, Employer, Eskom, Experts as required</i>

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

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

2.3 Contractor's management, supervision and key people

The *Contractor* ensures that qualified personnel are used onsite. The *Contractor* provides a site supervisor or project manager to supervise, monitor, control and coordinate all activities during the execution of the project.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

At the site (Kick Off) meeting to be held, the documentation is identified with an alpha numeric, which indicates source, recipient, communication number, etc.

All contractual communications are in the form of properly compiled letters or forms attached to e-mails and as a message in the e-mail itself.

The routing of all written communications will be between the *Employer* and the *Contractor* only, any agreements between the Contractor and any other person representing the employer which has not been routed via the Project Manager is null and void.

Any instructions written or verbal resulting in any changes to the duration, quality, cost of the service may only be received from the Service Manager

2.6 Invoicing and payment

Within one week of receiving an assessment 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
Xxxxxxx
XXXXXXXXXX
XXXXXXXXXX

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)

Payments are done within 30 days after receipt of tax invoice.

2.7 Contract change management

For any changes on the contract standard, NEC forms must be used.

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

The *Contractor* keeps records of all equipment and people employed on site which the *Employer* has access to at any time in order to access compensation events for the period of this contract.

2.9 Insurance provided by the *Employer*

Refer to the TSC3 Core Clause 83.1

2.10 Training workshops and technology transfer

The *Contractor* is required to attend Eskom Risk Assessment (CURA) training after the contract is awarded and refresher course and other courses related to his work.

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things.

N/A

2.13 Management of work done by Task Order

The execution of works to be handled by the use of a task order according to the price listing stipulated on this contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* daily from 8:30 to 10:30, free of charge prior to commencement of any works.

- (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 do, or 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 induction.
- (h) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (i) The *Contractor* complies with the health and safety requirements contained in Appendix A, B, C and D to this Works Information.
- (j) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
 - High noise level
 - Movement of stairs while walking
 - Falling into open trenches while walking
 - Ash and Pulverized dust
- (k) Any tampering with the *Employer's* fire equipment is strictly forbidden
- (l) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times
- (m) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk
- (n) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (o) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

3.2 Environmental constraints and management

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 Systems (EMS), ISO 14001:2004

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

- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the *Employer's* Representative
- Compliance to all relevant environmental legislation, as detailed in the latest version of the Arnot Power Station Legal Register available from the *Employers* Representative
- All operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract

The *Contractor* is responsible to comply with any new environmental requirements, relevant to the 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 is uncertainty around any environmental issues, the *Employer's* Environmental Department may be contacted on

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

3.3 Quality assurance requirements

All Quality Control Documentation are submitted to the Project Manager within 14 days after contract date or on the start date, whichever is earlier, and the test certificates to be submitted from each relevant test

The Contractor obtains pre-approval from the Employer for all design drawings before installation

The Employer carries out random and scheduled inspections on the plant

The Contractor complies with the Employer's Quality Requirements as specified in Eskom Generation Standard (GGS 0462) and the QM-58.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* is responsible for the provision of accommodation, meals and transport of his own personnel. The cost thereof is to be negotiated and agreed with the delegated project manager.

4.1.2 BBBEE and preferencing scheme

N/A

4.2 Plant and Materials

The materials required to execute the projects will be supplied by the employer, however, the contractor will be required to provide some material according to the items listed on the price listing

4.2.1 Specifications

Employer's Health And Safety Requirements	
Occupational Health And Safety Act, Number 85 Of 1993	OHS Act 85 Of 1993
Plant Safety Regulations	OPR 3305
SABS Quality Standards	SABS ISO 9000
Occupational Hygiene	NWS 1489
Accident Prevention Activity Report	NWP 5051

4.2.2 Correction of defects

The contractor remains responsible for the defect corrections which resulted from him performing work on the specific plant area. The correction period is 52 week

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

- Electricity
- Raw water

5 Working on the Affected Property

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

N/A

5.2 People restrictions, hours of work, conduct and records

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

5.3 Health and safety facilities on the Affected Property

The Contractor is provided with an on-site Medical Centre for 1st aid and minor injuries.

5.4 Environmental controls, fauna & flora

As per the *Employer's* procedure: The Arnot Power Station Environmental Policy

5.5 Cooperating with and obtaining acceptance of others

Only the *Employer* will at times be part of the project work areas, no other Contractors will be involved

5.6 Records of Contractor's Equipment

The *Contractor* keeps records of all equipment on site which the *Employer* has access to at any time in order to access compensation events for the period of this contract.

5.7 Equipment provided by the Employer

The *Employer* provides crane and forklift upon 24 hours request made by the *Contractor*.

5.8 Site services and facilities

5.8.1 Provided by the Employer

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

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

5.8.2 Provided by the Contractor

The Contractor to bring whatever deemed necessary to complete the works

5.9 Control of noise, dust, water and waste

As per Employer's Environmental procedure specified on section 2.4 above.

6 List of drawings

6.1 Drawings issued by the Employer

N/A.

6.2 Technical specifications:

N/A