



NEC3 Term Service Contract (TSC3)

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

and
(Reg No. _____)

for **MAINTENANCE, STATUTORY SERVICE, LOAD
TESTING, INSTALLATIONS, REPAIRS, SUPPLY OF
SPARES AND OVERHAUL OF OVERHEAD CRANES
AND HOISTS AT DUVHA POWER STATION**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

[•]

CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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



C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

MAINTENANCE, STATUTORY SERVICE, LOAD TESTING, INSTALLATIONS, REPAIRS, SUPPLY OF SPARES AND OVERHAUL OF OVERHEAD CRANES AND HOISTS AT DUVHA POWER STATION

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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

Date

witness

Tenderer's CIDB registration number:

N/A

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On
behalf of

*(Insert name and address of
organisation)*

*(Insert name and address of
organisation)*

Name &
signature
of
witness

Date

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 and secondary Options	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law - applicable
		X17: Low Service Damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ¹	
10.1	The <i>Employer</i> is (name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Duvha Power Station PO Box 2199 Witbank 1035
	Tel No.	013 690 0544
	Fax No.	(086) 539 7985

10.1	The <i>Service Manager</i> is (name):	Selobalobane Riba
	e-mail	ribass@eskom.co.za
11.2(2)	The Affected Property is	N/A
11.2(13)	The <i>service</i> is	MAINTENANCE, STATUTORY SERVICE, LOAD TESTING, INSTALLATIONS, REPAIRS, SUPPLY OF SPARES AND OVERHAUL OF OVERHEAD CRANES AND HOISTS AT DUVHA POWER STATION
11.2(14)	The following matters will be included in the Risk Register	N/A
11.2(15)	The Service Information is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	(2) Weeks
2	The <i>Contractor's</i> main responsibilities	MAINTENANCE, STATUTORY SERVICE, LOAD TESTING, INSTALLATIONS, REPAIRS, SUPPLY OF SPARES AND OVERHAUL OF OVERHEAD CRANES AND HOISTS AT DUVHA POWER STATION
21.1	The <i>Contractor</i> submits a first plan for acceptance within	On going
3	Time	
30.1	The <i>starting date</i> is.	22 January 2024
30.1	The <i>service period</i> is	36 Months
4	Testing and defects	4 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	26th of every Month
51.1	The <i>currency of this contract</i> is the The contractor submits the invoice to: Finance department, Accounts Payable (APS)	South African Rand
51.2	The period within which payments	

	are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event 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.</p>
6	Compensation events	
	These are additional compensation events:	<p>1</p> <p>2</p>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1.</p> <p>2.</p>

83.1 The *Employer* provides these insurances from the Insurance Table

Insurance against	Party Responsible	Minimum amount of cover
Loss of or damage to the <i>works</i> , Plant and Materials (including <i>Employer's</i> surrounding property) [Refer Applicable Contract Works 'Format A' Insurance Policy for Details]	Provided by the <i>Employer</i> . The <i>Contractor</i> is responsible for the deductibles	The replacement cost, including the amount stated in the Contract for the replacement of any Plant and Materials provided by the <i>Employer</i> and the limit of indemnity stated in the Policy for the <i>Employer's</i> surrounding property
Loss of or damage to the <i>works</i> , Plant and Materials for marine transit (shipping). [Refer Applicable Marine Insurance Policy for Details]	Provided by the <i>Employer</i> . The <i>Contractor</i> is responsible for the deductibles	The marine limits stated in the Policy
Liability for loss of or damage to property (other than the <i>works</i> , 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> obligation To Provide the Works. [Refer Applicable Contract Works 'Format A' Section II Insurance Policy for Details]	Provided by the <i>Employer</i> . The <i>Contractor</i> is responsible for the deductibles	The amount stated in the Policy for any one event with cross liability so that the insurance applies to the Parties separately.
Loss of or damage to the <i>works</i> , Plant and Materials, (including Plant and Materials provided by the <i>Employer</i>) arising from "SASRIA" - related incidents ("SASRIA" cover) [Refer Applicable SASRIA Insurance Policy for Details]	Provided by the <i>Employer</i> . The <i>Contractor</i> is responsible for the deductibles.	The "SASRIA" limits stated in the Policy.
Loss of or damage to Equipment	Provided by the <i>Contractor</i>	For a sum sufficient to provide for their replacement at the Site.
Loss of or damage to Equipment, arising from "SASRIA" related incidents ("SASRIA cover").	Provided by the <i>Contractor</i>	For a sum sufficient to provide for their replacement at the Site.
Liability for loss of or damage to property (other than the <i>works</i> , 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> obligation to Provide the Works	Provided by the <i>Contractor</i>	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this	Provided by the <i>Contractor</i>	The amount required by the applicable law and the amount stated in the Contract Data for any one

contract.		
-----------	--	--

83.1	The <i>Employer</i> provides these additional insurances	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	The total of the Prices Employer's surrounding property limited to R25 million (twenty five million Rand)
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248

In respect of:	Amount (Rand)
Loss of or damage to property	20 000 (twenty thousand Rand)
Loss of or damage to underground/ overhead services	20 000 (twenty thousand Rand)
Loss of or damage arising out of veld, grass and/or bush fires	50 000 (fifty thousand Rand)
Loss of or damage arising out of accidental removal of support	20 000 (twenty thousand Rand)
Bodily injury to or death of a person	Nil

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:	R25 million (twenty five million Rand)
------	---	---

83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <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.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Either State the name of the person selected & complete the contact details below Or, state 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.
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
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

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>																											
12	Data for secondary Option clauses																												
X1	Price adjustment for inflation																												
X1.1	<p>The <i>base date</i> for indices is</p> <p>FEBRUARY 2020</p> <p>SERVICING OF CRANES</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by SEIFSA</th></tr> <tr> <td>80</td><td>Labour</td><td>Table C3</td></tr> <tr> <td>10</td><td>Transport</td><td>Table L1</td></tr> <tr> <td>10</td><td>Fixed amount</td><td></td></tr> <tr> <td>100</td><td>linked to index for</td><td>Index prepared by SEIFSA</td></tr> </table> <p>ALL SPARES</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <table> <tr> <th>Proportion</th><th>linked to index for</th><th>Index prepared by SEIFSA</th></tr> <tr> <td>90</td><td>Electrical Engineering Material</td><td>Table G (PPI)</td></tr> <tr> <td>10</td><td>Fixed amount</td><td></td></tr> <tr> <td>100</td><td></td><td></td></tr> </table>	Proportion	linked to index for	Index prepared by SEIFSA	80	Labour	Table C3	10	Transport	Table L1	10	Fixed amount		100	linked to index for	Index prepared by SEIFSA	Proportion	linked to index for	Index prepared by SEIFSA	90	Electrical Engineering Material	Table G (PPI)	10	Fixed amount		100			
Proportion	linked to index for	Index prepared by SEIFSA																											
80	Labour	Table C3																											
10	Transport	Table L1																											
10	Fixed amount																												
100	linked to index for	Index prepared by SEIFSA																											
Proportion	linked to index for	Index prepared by SEIFSA																											
90	Electrical Engineering Material	Table G (PPI)																											
10	Fixed amount																												
100																													
X2	Changes in the law – applicable																												
	Low service damages																												
X17.1	<p>The <i>service level table</i> is in</p> <p>Availability and reliability Cranes</p> <p>Target for all cranes is 100%.</p> <p>If any of the cranes is unavailable for</p>																												

	<p>maintenance work the contractor will be informed of such condition. Contractor to submit a repair programme for the repair work to ensure crane is available at a specified date and time. Date to be accepted by contract manager</p>
X17.2	<p>Overdue Statutory A Non-Compliance Report will be issued to the contractor if a Statutory Load Test or Statutory Inspection is not performed on time, is overdue or if the crane is not available to be used for maintenance work due to a statutory load test or inspection being overdue. A penalty equal to quoted cost of a service or load Test will be charged if the statutory is overdue and will be deducted on the assessment for that month</p>
X17.3	<p>Plant Rework For any plant rework the contractor will be held accountable for all costs relating to the re-work. Failure of the new equipment due to poor workmanship or negligence, the contractor will be held accountable for the cost of the re-work and equipment. However, if the equipment failed because of the manufacture's fault the supplier will not be penalised, depending on the outcome of the investigation.</p> <p>An NCR will be issued to the contractor if the rework results in or constitutes a statutory violation for a specific crane or if the availability of the crane is critical for Duvha maintenance work where it can be proven that the re-work was as a result of poor workmanship</p>
X17.4	<p>Plant breakdown-call-outs The contractor must be on site within an hour after being called by the Contract Manager or Electrical Operation Desk (EOD) personnel. Contractor will report to the Contract Manager as soon as he arrives on site after a call out.</p> <p>The penalty for late response because of a breakdown or a crane with a suspended load will be R 1500.00 per hour or part thereof to</p>

<p>X17.5</p>	<p>a maximum of eight (8) hours. An NCR will be issued to the contractor for failure to report to site or to respond in time for the emergency.</p> <p>PLANT SAFETY REGULATIONS Contractor to nominate two individuals that will be trained by Eskom in order to be authorised in terms of Plant Safety Regulations for cranes and hoists at Duvha Power Station. One of these individuals will have to be on site in cases of callouts and scheduled work and will form part of the repair team. Contractor will have a period of six (6) months to ensure compliance to this requirement. In cases where there is no Responsible Person on site, penalties will charged and an NCR issued.</p> <p>Applicable penalties will be 20% of the total assessment amount due /invoice for that specific month due to not having a minimum of two (2) authorised employees in terms of Plant Safety Regulations on Cranes and Hoists</p> <p>Eskom reserves the right to terminate the contract should the contractor receive more than Five (5) NCR's over the three year period relating to safety, quality of workmanship, overdue statutory or failure to report to site for call-outs. Failure by contractor to close out any NCR's issued by the project manager will also result in the contract being terminated by Eskom</p>
<p>X18</p>	<p>Limitation of liability</p>
<p>X18.1</p>	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p>
<p>X18.2</p>	<p>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</p>
	<p>R0.0 (zero Rand)</p> <p>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248</p>

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	N/A
X19	Task order	
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor*

(including civil or criminal action).

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

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

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

Z5 Confidentiality

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

Z6 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is

required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

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

Z10 *Employer's* limitation of liability

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

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

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

Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

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

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is in

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT

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

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 2: PRICING DATA

A. Yearly Load Testing of Cranes & Structures – Contractor Test Weights

- Quantities include for total contract period
- Contractor to use steel weights only for cranes with a SWL greater than 10 Tons
- Contractor has to ensure that the weights can be used without having to modify Duvha's Power Station permanent structure in any form.
- For Hoists A6, A7, A8 and A52-A61 any other approved load testing device can be used since it is not possible to get the solid weights to the location of these hoists.
- Contractor is to supply their own forklift for annual load testing where needed for cranes that are not accessible by truck A12, A13, A14, A27, A28, A29, A30, A33, A37, A40, A41, A42, A45-A50
- Test weights for load testing the following cranes should be a specific number of weights to make up the test load
 - A1, A2 a maximum of six (6) individual steel test weights to test the 60 Ton Main hoist and not exceed a height of 2.5 metres when stacked
 - A1, A2, a maximum of five (5) individual steel test weights to test the 30 Ton Auxiliary hoist and not exceed height of 2.5 metres when stacked

No.	Name	Capacity	Make	Activity Number	Number of Cranes	Price/ Crane	Quantity	Total for 3 Years @ 1 load test/year
A1	Turbine House Cabin Crane South	60 / 30 Ton	Demag	LTC1	1		3	
A2	Turbine House Cabin Crane North	60 / 30 Ton	Demag	LTC2	1		3	
A3	Turbine House 10Ton Crane	10 Ton	Demag	LTC3	1		3	
A4	TH Semi Portal Crane South	10 Ton	Demag	LTC4	1		3	
A5	TH Semi Portal Crane North	10 Ton	Demag	LTC5	1		3	
A6	U1 Chiller Hoist	500 kg	Demag	LTC6	1		3	
A7	U3 Chiller Hoist	1000 Kg	Elephant	LTC7	1		3	
A8	U5 Chiller Hoist	1000 Kg	Demag	LTC8	1		3	
A9	EMD Workshop South Crane	1500 Kg	Demag	LTC9	1		3	
A10	EMD Workshop North Crane	2000 Kg	Demag	LTC10	1		3	
A11	Rotek Workshop Crane	1500 Kg	Munck DHE	LTC11	1		3	
A12	U2 Front Wall Hoist	10 Ton	Demag	LTC12	1		3	
A13	U4 Front Wall Hoist	5000 Kg	Stahl	LTC13	1		3	
A14	U5 Front Wall Hoist	10 Ton	Demag	LTC14	1		3	
A15	U1 Rear Wall Hoist	10 Ton	Demag	LTC15	1		3	
A16	U2 Rear Wall Hoist	10 Ton	Demag	LTC16	1		3	
A17	U4 Rear Wall Hoist	10 Ton	Demag	LTC18	1		3	
A18	U5 Rear Wall Hoist	10 Ton	Demag	LTC19	1		3	
A19	U6 Rear Wall Hoist	10 Ton	Demag	LTC20	1		3	
A20	Air Heater Hoist (3 Cranes)	3000 kg	Prostar	LTC21	3		9	
A21	U1 Ash Crusher Crane	5000 Kg	Prostar	LTC22	1		3	

A22	U2 Ash Crusher Crane	5000 Kg	Prostar	LTC23	1		3	
A23	U3 Ash Crusher Crane	5000 Kg	Prostar	LTC24	1		3	
A24	U4 Ash Crusher Crane	5000 Kg	Prostar	LTC25	1		3	
A25	U5 Ash Crusher Crane	5000 Kg	Prostar	LTC26	1		3	
A26	U6 Ash Crusher Crane	5000 Kg	Prostar	LTC27	1		3	
A27	U1 Fabric Filter Plant Hoist	1000 Kg	Demag	LTC28	1		3	
A28	U4 DHP Silo Hoist	675 Kg	Hitachi	LTC29	1		3	
A29	U5 DHP Silo Hoist	675 Kg	Hitachi	LTC30	1		3	
A30	U6 DHP Silo Hoist	675 Kg	Hitachi	LTC31	1		3	
A31	ID Fan South Hoist	25 / 25 Ton	Demag	LTC32	1		3	
A32	ID Fan North Hoist	20 / 20 Ton	Demag	LTC33	1		3	
A33	Fuel Oil Plant Crane	2000 Kg	Demag	LTC34	1		3	
A34	Plater Workshop Crane	10 Ton	Condra	LTC35	1		3	
A35	HMD Workshop Crane	40 Ton	Martin	LTC36	1		3	
A36	Main Stores Crane	40 Ton	Martin	LTC37	1		3	
A37	Actuator /Outage Workshop Crane	3200 Kg	Demag	LTC38	1		3	
A38	CW Pump House South Crane	25 Ton	Morris	LTC39	1		3	
A39	CW Pump House North Crane	25 Ton	Lasch	LTC40	1		3	
A40	WTP South Crane	2000 Kg	Munck / Demag	LTC41	1		3	
A41	WTP South Crane Outside	1000Kg	Morris	LTC42	1		3	
A42	WTP North Crane	2000 Kg	Martin / Demag	LTC43	1		3	
A43	LP Services Crane	5000 Kg	Martin / Munck	LTC44	1		3	
A44	AWR Pump House Crane	4000 Kg	Demag	LTC45	1		3	
A45	U1 Cooling Tower Hoist	2000 Kg	Morris	LTC46	1		3	
A46	U2 Cooling Tower Hoist	2000 Kg	Morris	LTC47	1		3	
A47	U3 Cooling Tower Hoist	2000 Kg	Morris	LTC48	1		3	
A48	U4 Cooling Tower Hoist	2000 Kg	Morris	LTC49	1		3	
A49	U5 Cooling Tower Hoist	2000 Kg	Morris	LTC50	1		3	
A50	U6 Cooling Tower Hoist	2000 Kg	Morris	LTC51	1		3	
A51	Boiler Tube Store Crane	20 000 Kg	Prostar	LTC52	1		3	
A52	12A CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC53	1		3	
A53	12B CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC54	1		3	
A54	13B CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC55	1		3	
A55	12D CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC56	1		3	
A56	12E CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC57	1		3	
A57	12F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC58	1		3	
A58	13F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC59	1		3	
A59	11 A & B CONVEYOR 2 TON ELECTRIC	2000Kg	Elephant	LTC60	1		3	

	CRANE							
A60	11 C & D CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC61	1		3	
A61	11 E & F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC62	1		3	

Note: All Prices and rates must be totally inclusive of accommodation, transport, test weights, transportation costs, labour, material, consumables, overheads, equipment, etc. but excluding VAT. The prices for services and load tests are fixed for the duration of the contract.

CONTRACTOR:

.....
 PRINT NAME

.....
 SIGNATURE

.....
 DATE

B. Service – 6 Monthly Statutory Service

- Quantities include for total contract period

No.	Name	Capacity	Make	Activity Number	Number of Cranes	Price/ Crane		Total for 3 Years @ 2 services/year
B1	Turbine House Cabin Crane South	60 / 30 Ton	Demag	SS1	1		6	
B2	Turbine House Cabin Crane North	60 / 30 Ton	Demag	SS2	1		6	
B3	Turbine House 10Ton Crane	10 Ton	Demag	SS3	1		6	
B4	TH Semi Portal Crane South	10 Ton	Demag	SS4	1		6	
B5	TH Semi Portal Crane North	10 Ton	Demag	SS5	1		6	
B6	U1 Chiller Hoist	500 kg	Demag	SS6	1		6	
B7	U3 Chiller Hoist	1000 Kg	Elephant	SS7	1		6	
B8	U5 Chiller Hoist	1000 Kg	Demag	SS8	1		6	
B9	EMD Workshop South Crane	1500 Kg	Demag	SS9	1		6	

B10	EMD Workshop North Crane	2000 Kg	Demag	SS10	1		6	
B11	Rotek Workshop Crane	1500 Kg	Munck DHE	SS11	1		6	
B12	U2 Front Wall Hoist	10 Ton	Demag	SS12	1		6	
B13	U4 Front Wall Hoist	5000 Kg	Stahl	SS13	1		6	
B14	U5 Front Wall Hoist	10 Ton	Demag	SS14	1		6	
B15	U1 Rear Wall Hoist	10 Ton	Demag	SS15	1		6	
B16	U2 Rear Wall Hoist	10 Ton	Demag	SS16	1		6	
B17	U4 Rear Wall Hoist	10 Ton	Demag	SS18	1		6	
B18	U5 Rear Wall Hoist	10 Ton	Demag	SS19	1		6	
B19	U6 Rear Wall Hoist	10 Ton	Demag	SS20	1		6	
B20	Air Heater Hoists (3 Cranes)	3000 Kg	Prostar	SS21	3		18	
B21	U1 Ash Crusher Crane	5000 Kg	Prostar	SS22	1		6	
B22	U2 Ash Crusher Crane	5000 Kg	Prostar	SS23	1		6	
B23	U3 Ash Crusher Crane	5000 Kg	Prostar	SS24	1		6	
B24	U4 Ash Crusher Crane	5000 Kg	Prostar	SS25	1		6	
B25	U5 Ash Crusher Crane	5000 Kg	Prostar	SS26	1		6	
B26	U6 Ash Crusher Crane	5000 Kg	Prostar	SS27	1		6	
B27	U1 Fabric Filter Plant Hoist	1000 Kg	Demag	SS28	1		6	
B28	U4 DHP Silo Hoist	675 Kg	Hitachi	SS29	1		6	
B29	U5 DHP Silo Hoist	675 Kg	Hitachi	SS30	1		6	
B30	U6 DHP Silo Hoist	675 Kg	Hitachi	SS31	1		6	
B31	ID Fan South Hoist	25 / 25 Ton	Demag	SS32	1		6	
B32	ID Fan North Hoist	20 / 20 Ton	Demag	SS33	1		6	
B33	Fuel Oil Plant Crane	2000 Kg	Demag	SS34	1		6	
B34	Plater Workshop Crane	10 Ton	Condra	SS35	1		6	
B35	HMD Workshop Crane	40 Ton	Martin	SS36	1		6	
B36	Main Stores Crane	40 Ton	Martin	SS37	1		6	
B37	Actuator /Outage Workshop Crane	3200 Kg	Demag	SS38	1		6	
B38	CW Pump House South Crane	25 Ton	Morris	SS39	1		6	
B39	CW Pump House North Crane	25 Ton	Lasch	SS40	1		6	
B40	WTP South Crane	2000 Kg	Munck / Demag	SS41	1		6	
B41	WTP South Crane Outside	1000Kg	Morris	SS42	1		6	
B42	WTP North Crane	2000 Kg	Martin / Demag	SS43	1		6	
B43	LP Services Crane	5000 Kg	Martin / Munck	SS44	1		6	
B44	AWR Pump House Crane	4000 Kg	Demag	SS45	1		6	
B45	U1 Cooling Tower Hoist	2000 Kg	Morris	SS46	1		6	
B46	U2 Cooling Tower Hoist	2000 Kg	Morris	SS47	1		6	
B47	U3 Cooling Tower Hoist	2000 Kg	Morris	SS48	1		6	
B48	U4 Cooling Tower Hoist	2000 Kg	Morris	SS49	1		6	
B49	U5 Cooling Tower Hoist	2000 Kg	Morris	SS50	1		6	
B50	U6 Cooling Tower Hoist	2000 Kg	Morris	SS51	1		6	
B51	Boiler Tube Store Crane	20 000Kg	Prostar	SS52	1		6	
B52	12A CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC53	1		6	
B53	12B CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC54	1		6	
B54	13B CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC55	1		6	
B55	12D CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC56	1		6	
B56	12E CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC57	1		6	
B57	12F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC58	1		6	
B58	13F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elepha nt	LTC59	1		6	

B59	11 A & B CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC60	1		6	
B60	11 C & D CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC61	1		6	
B61	11 E & F CONVEYOR 2 TON ELECTRIC CRANE	2000Kg	Elephant	LTC62	1		6	

Note: All Prices and rates must be totally inclusive of accommodation, transport, labour, material, consumables, overheads, equipment, etc. but excluding VAT.
 The prices for services are fixed for the duration of the contract

CONTRACTOR:

.....
 PRINT NAME

.....
 SIGNATURE

.....
 DATE

C. Labour Rates

C1 Technician and an Assistant for repair works

No.	Skill	Activity Number	Unit	Rate	Total for 3 Years at 120 hours/month (120*Rand/Hour*36)
	Normal Working Hours				
C2.1	Technician	LR1	Rand / hour		
C2.2	Assistant	LR2	Rand / hour		
C2.3	Supervisor	LR3	Rand / hour		

C2 Overtime Rates:

1. After hours Monday to Saturdays: 1.5 hours X normal rate
2. Sunday: 2 X normal rate
3. Public Holiday: 1.7 X normal rate
4. In the event of a call out the Supervisor can only invoice a max of 0.5 hour if he does not come to site. (He will only be required to come to site if the project manager instructs him to be on site)

C3 Technician and Assistant on site for Turbine House Cranes, Air Heater Cranes, ID Fan hoists during Outages-as and when required.

No.	Skill	Activity Number	Unit	Rate	Total for 3 Years at 40 Hours/Month (40*Rand/Hour*36)
	Normal Working Hours				
C3.1	Technician	LR1	Rand / hour		
C3.2	Assistant	LR2	Rand / hour		

C. Transport for repair works and as and when required statutory load tests-excluding scheduled statutory

-Quoted prices for transport are daily rates and should be inclusive of all costs to have the required vehicle on site for an eight (8) hour period

-Where forklift is required, the rates should be inclusive of all costs including transportation of the forklift to site

-Contractor to ensure that suitable transport is made available for the specific tonnage of weights to transported, contractor will not be compensated for providing transport that is not suitable for the application

-Total distance that will be used to calculated transport costs will be from the contractors workshop to Duvha Power Station and will not exceed 60Km -one way.

-Contractor will only be compensated for kilometres travelled to site and return to workshop.

-Distance from the contractor's workshop to Duvha Power Station will be verified and only the actual distance considered for payment purposes.

-An additional 10km deviation will be considered in cases where alternative route to Duvha power station has to be used due to unforeseen circumstances such when normal route is not accessible due to traffic accident, road works and weather conditions provided the contract manager pre-approved such alternative route

No	Vehicle type	Activity Number	Rate /Km	Total for 3 Years at 20 call outs per month (20*Rate/Km*Actual KM*36)
D1	LDV	T1		
D2	4 ton Truck	T2		
D3	10 ton Truck	T3		
D4	Truck above 10 tons	T4		
D5	5 Ton fork lift	T5		
D6	7 Ton fork lift	T6		

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

Listed Spares

Rope Guides Complete

Item	Description	Price/Rope guide	Quantity Reqd	Total
E1	P50 Rope Guide		4	
E2	P200 Rope Guide		4	
E3	P400 Rope Guide		4	
E4	P500 Rope Guide		4	
E5	P600 Rope Guide		4	
E6	P1000 Rope Guide		4	
E7	P1650 Rope Guide		4	

Brake Linings Conical

Item	Description	Price/Lining	Quantity Reqd	Total
F1	13K Brake Lining		4	
F2	16K Brake Lining		4	
F3	19K Brake Lining		4	
F4	24K Brake Lining		4	
F5	28K Brake Lining		4	

Limit Switches

Item	Description	Price/Switch	Quantity Reqd	Total
G1	EP 5-15 Limit Switch		10	
G2	EP 20-50 Limit Switch		10	

Key Switches

Item	Description	Price/Switch	Quantity Reqd	Total
H1	Castle type Key Switches		30	

Control Pendants

Item	Description	Price/Pendant	Quantity Reqd	Total
I1	DST 3 D02 Control Pendant		7	
I2	DST 3 S02 Control Pendant		7	
I3	DST 6 SP22 Control Pendant		7	
I4	DST 7 SP222 Control Pendant		7	
I5	DST 9 SP222 Control Pendant		7	

Bottom Blocks

Item	Description	Price/Block	Quantity Reqd	Total
J1	2/1 P200 Bottom Block		3	
J2	4/1 P200 Bottom Block		3	
J3	2/1 P600 Bottom Block		3	
J4	4/1 P600 Bottom Block		3	
J5	2/1 P1000 Bottom Block		3	
J6	4/1 P1000 Bottom Block		3	

K. Load Limiting Devices

Item	Description	Price/LL	Qty/Reqd	Total
K1	1-3 Ton Liftco Load Limiter (9mm Rope): 4 Falls		4	
K2	05 Ton Liftco Load Limiter (13mm Rope): 4 Falls		4	
K3	05 Ton Liftco-Chain Hoist (11mm chain): 2 Falls		4	
K4.1	10 Ton Liftco Load Limiter (16 mm Rope): 4 Falls		4	
K4.2	10 Ton Liftco Load Limiter (20 mm Rope): 2 Falls		4	
K4.3	10 Ton Liftco Load Limiter (23 mm Rope): 2 Falls		4	
K4.4	10 Ton Liftco Load Limiter (25 mm Rope): 2 Falls		4	
K5	20 Ton Liftco Load Limiter (20 mm Rope): 4 Falls		4	
K6	25 Ton Liftco Load Limiter (20 mm Rope): 6 Falls		4	
K7	25 Ton Load Cell-TDC Display unit only: 6 Falls		4	
K8	30 Ton Load Cell-TDC Display unit only: 8 Falls		4	
K9	30 Ton Liftco Load Limiter (22 mm Rope): 8 Falls		6	
K10	40 Ton Liftco Load Limiter (22 mm Rope): 8 Falls		4	
K10	62 Ton Load Cell- TDC Display unit only: 12 Falls		4	
K11	62 Ton Liftco Load Limiter (24 mm Rope): 12 Falls		6	
K12	1.3 Ton Liftco Load Limiter (10mm Rope): 2 Falls		4	
K13	1.3 Ton Liftco Load Limiter (12mm Rope): 2 Falls		4	

Section B of the price list

Rope – Fibre Core/Ordinary Lay

Item	Description	Price/Metre	Metres Required	Total
L1	9mm		100	
L2	10mm		100	
L3	12mm		100	
L3	11mm		100	
L4	13mm		100	
L5	16mm		100	
L6	20mm		100	
L7	22mm		100	
L8	23mm		100	
L9	24mm		100	
L10	25mm		100	

Rope – Non-Spin

Item	Description	Price/Metre	Metres Required	Total
L1	9mm		100	
L2	10mm		100	
L3	12mm		100	
L3	11mm		100	
L4	13mm		100	
L5	16mm		100	
L6	20mm		100	
L7	22mm		100	
L8	23mm		100	
L9	24mm		100	
L10	25mm		100	

Speed Control Devices

Item	Description	Price/Device	Qty Required	Total
M1	Complete Thyromat 150 Amp - 380 Volt - BH/BT150380B		3	
M2	Complete Thyromat 200 Amp - 380 Volt - BH/BT200380B		3	
M3	Drive: Invertek Optidrive P2, 55kw ,380V		5	
M4	Drive: Invertek Optidrive P2, 37kw ,380V		5	
M5	Drive: Invertek Optidrive P2, 15kw ,380V		5	
M6	Drive :Invertek Optidrive P2, 7.5kw,380V		5	
M7	Drive :Invertek Optidrive P2, 5.5kw,380V		5	

Current Collectors

Item	Description	Price/Collector	Qty Required	Total
N1	Air Heater Hoist Double collectors (3 phases and earth)-Two collectors per phase		10	
N2	ID Fan Hoist Double collectors (3 phases and earth)-two collectors per phase		10	

Note

- ☐ Prices for supplied spares will exclude VAT
- ☐ The listed spares prices will be fixed and firm for the contractual period

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

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*

(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.

C3: Scope of Work

C3.1 Service Information

The works consist of:

C 3.1.1 Routine Type Maintenance

Thorough Inspections, Repairs and Load Testing of Cranes and Hoists at Duvha Power Station.

Routine type maintenance includes thorough Inspections, load tests and issuing of technical feedback reports by Contractor.

- A list of all electric cranes and hoists to be maintained is attached to the Works information as Appendix B.
- Inspections will be done once every six (6) months or twice (2) a year and a printed, stamped and signed technical report is to be issued for every crane or hoist inspected no later than two weeks after completion of such inspection.
- Load Tests will be done once every twelve (12) months or once (1) a year and a printed certificate, stamped and signed by the Lifting Machinery Inspector who performed the test is to be issued for every crane or hoist load tested no later than two weeks after completion of such test
- Project manager has the authority to withhold payment of those specific cranes that have been inspected or load tested, and the printed, signed and stamped reports have not been issued.
- The technical report must be of acceptable format with a check list for that crane and hoist whose components are to be inspected and should recommend any repair work necessary, state the condition of the cranes or hoist as well as specify if the crane or hoist is safe for use based on the report.
- The contractor must report to the contract manager before any work or task is done on the plant
- The contractor must report to site daily until all statutory services and statutory load testing of cranes and hoists have been completed as per the programme that will be sent out by the Contract Manager.
- Normal working hours for Routine Type Maintenance is from 07:00 to 16:00, applicable Monday to Thursday and 07:00 to 11:50 on a Fridays.

3.1.1.1 Scope of Work for Routine Type Maintenance on Cranes & Hoists- Inspections

General Crane Inspection

- Examine areas subjected to structural stresses, such as beams, supports and fixing points for excess wear, cracks, deformation and security.

- Ensure that the cranes and hoists are conspicuously and clearly marked with the following:
 - The maximum Safe Working Load as per design (mml maximum mass load)
 - Manufacturer's serial number.
 - Duvha Power Station Functional Location number.
- Bottom block and load hooks to be inspected visually for excessive wear and cracks. Spread in throat opening of hooks to be inspected by using the "three point measurement" method – the results will be recorded and compared to previous results. Safety catches to be inspected for any damage and correct functioning.
- Inspect gearboxes for excessive oil leaks, vibrations and noisiness. Inspect oil levels and top up if necessary. Where needed, gearbox inspection covers must be removed for visual inspection of internals. (Oil samples to be taken once a year for analysis).
- Inspect motors for excessive noise and overheating. Record all motor info, measure and record individual motors amps per phase.
- Inspect brakes for correct operation and excessive wear and adjust if necessary.
- Inspect all limiting devices for correct settings and functionality.
- Ensure all end-stops or buffers are in position and secure.
- Inspect all travel wheels for security, wear and correct functioning. Cross travel and long travel units will be lifted on jacks to enable wheel-bearing wear to be checked. (Do not need to lift them)
- Lubricate all open gears, pinions, bearings and load ropes etc. (crane wire rope)
- Inspect the condition of access ladders, platforms, handrails and ensure they are free of oil and other debris.
- Inspect all operations and controls – whether cabin, pendant or remote controls.

Electrical Equipment Inspection

- Pendant control and cable for damage, correct operation and correct suspension.
- Pendant key switches for correct operation.
- Remote control, where applicable, for correct operation.
- Contactor points for pitting and burning.
- Long travel bus bars and collector shoes.
- Ensure that the spring tensions on collector arms are satisfactory and adjust where necessary.
- Ensure cross travel loop-system cable and cable roller-hangers/carriers are moving freely.
- All electrical covers, panel doors, enclosures, terminal boxes, glands and motor guards etc. are intact and ensure correct fitting and sealing.
- Inspect operation of warning lights and sirens.
- Inspect Load limiting devices where applicable.

- All elect cranes/hoist and work area to be cleaned using a blower or a vacuum cleaner after service and repairs to make sure the crane, hoist structures are free of loose lying debris.

Rope Inspection

- Ensure that there are at least three full runs of rope on the rope drum when load hook is at the bottom limit of operation.
- Ensure that there is one spare groove on the rope drum when the bottom block is at the upper limit.
- Inspect rope fixing points for security.
- Inspect the rope reeling for correct operation and rope guide for security and excessive wear.
- Inspect the rope for signs of excessive wear, broken wires, kinks, corrosion or any other defects which might be dangerous.

Should the use of the rope considered to be dangerous, for any reason, it must be reported to the *Employer's representative*. *Contractor* does a risk assessment immediately to determine the urgency of the problem. The *Employers representative* will instruct the rope replacement with a task order if the risk is high. The following criteria will be used to determine when a rope should be replaced: Over a given length, equal to ten diameters, 5% or more of the total individual wires are broken.

- A complete strand is broken.
- Local groups of wires are broken.
- Deterioration at a termination.
- Internal corrosion.
- Wire slackness caused by severe kinking.

Technical Report

- A comprehensive Statutory Inspection Report must be submitted to the *Employer's representative* following each six (6) monthly Statutory Inspection.
- The report shall include but is not limited to the following:
 - For ease of identification, such report will contain all relevant information such as Crane name, functional location number, manufacturer name, serial number, safe working load and location description.
 - A check sheet of all crane and hoist components to be completed.
 - A list of defective components and the corrective actions required.
 - Crane/hoist general condition, maintenance done and inspection certificates and all load tests performed.
- The printed, stamped service report must be signed by a qualified lifting machine inspector (LMI certificate (registration number) must be provided) and must be submitted within two weeks after completion of each six (6) monthly maintenance period.
- Technical report shall also be required in cases where the inspection of a specific crane has been requested by the Employers representative for as and when required basis.

3.1.1.2 Scope of Work for Routine Type Maintenance on Cranes & Hoists-Load Tests

General Load Test

- Load tests will be performed on all electric cranes and hoists as per Appendix B.
- The whole installation of the crane machine shall be load tested with 110% of the rated mass load, applied over the complete lifting range of such crane and in such manner that every part of the installation is stressed accordingly.
- The dates when the Load tests must be completed will be communicated to the contractor in advance.
- The *contractor* will plan his workload to allow for all maintenance to be done at least four weeks prior to the load tests due dates.
- The *Employer's representative* will witness the load tests.
- Load test certificates will be issued for each individual crane.
- In the cases where major component repairs or replacements were done or any work performed on the structure which affected its integrity or for any reason such that the safe performance of crane is in question, a full performance test, as prescribed by the standard to which the lifting machine was manufactured, shall be carried out by a registered LMI.
- Load test certificates will be issued to the *Employer's representative*, within two weeks after the load test was performed, certificates are to be printed, stamped with the company logo and signed by the LMI that performed the load tests.
- The project manager has the authority to withhold the payment to the contractor for cranes that have been load tested and the printed, stamped and signed load test report has not been delivered to site within a month
- The *contractor* is always responsible to lift and move test weights to the required locations for the load tests.
- The *Contractor* supplies his own forklift, pallet jack and truck if needed.

Technical Report

- A comprehensive Load Test technical report must be submitted to the *Employer's representative* following each twelve (12) monthly Load Test.
- The report shall include:
 - For ease of identification, such report will contain all relevant information such as Crane name, functional location number, manufacturer, serial number, safe working load and location description.
 - Visual Inspection of critical components necessary to safely perform the load test.
 - Load Limiter Test Results and Brakes Test results.
 - Type of load test weights used and serial numbers.
 - A list of defective components and the corrective actions required
 - Crane, hoist general condition, maintenance done, and test certificates of all load tests performed.
- The report must be signed by a qualified Lifting machine inspector (LMI certificate registration number must be provided) and must be submitted within two weeks after completion of each twelve (12) monthly load test.

- The project manager has the authority to withhold payment to the contractor for cranes that have been load tested and the printed, stamped and signed load test report have not been delivered to site within a month
- Technical report shall also be required even in cases where the load test of a specific crane has been requested by the Employers representative in the case of as and when required basis

C 3.1.2 Non-Routine Type Maintenance

Corrective Maintenance of Cranes and Hoists at Duvha Power Station.

- A list of all electric cranes and hoists to be maintained is attached to the Works information as Appendix B.
- Non-routine type maintenance will consist of:
 - Corrective maintenance performed as per the Inspection Report findings after each six (6) monthly inspection for which a programme for each crane repairs (If major repairs are required) must be provided to Employer's representative.
 - Corrective maintenance due to unforeseen breakdowns or corrective maintenance, as identified when inspections of specific crane(s) has been requested by the Employer's representative and carried out by the contractor on an as and when required basis by the Employers representative.
- The contractor to report to the Eskom contract manager no later than 07:00 and leave site at 16:00, applicable Monday to Thursday and 07:00 to 12:00 on Fridays for planned and non-routine type maintenance unless authorised by the Eskom Contract manager to leave site earlier.
- The Contractor must leave site at 11:50 on Fridays when doing routine work unless otherwise instructed by contract manager.
- All defective components removed from the cranes and hoists during the repair work and replaced components due to upgrades will remain the property of Eskom. The *Employer's representative* will also inspect and verify each new component before installation.

Non-routine Callouts

- The *contractor* shall provide a callout service to respond to any stoppage or malfunction of the equipment at any time after the contractor's working hours, providing a 24-hour standby service, with a response time of one (1) hour.
- Callout service shall consist of emergency adjustments and component replacement to restore an inoperative or faulty unit to safe and satisfactory service.
- An authorised Technician and an assistant to report to site for callouts
- Provide constant feedback to the *Project Manager / Supervisor*.
- Work continues until crane is safe for use unless in cases of unavailability of spares

- Everything possible must be done to get the crane running in the shortest possible time taking health and safety into consideration.
- In the case of any major breakdown, a repair plan of action must be submitted to the *Employer* in writing within 6 hours.
- Repair work to commence on the exact time agreed between the *Employer* and the *Contractor* on this plan of action. No additional cost to the *Employer* for this service will be acceptable.
- After hours and during weekends all callout instructions to the contractor will be made through EOD Control room or contract manager. Contractors technicians must sign a register to be made available at EOD for all callouts and findings/feedback.

Minimum labour hours charged for any call-out is two (2) hours which

- Thirty (30) minutes allocated for travelling to site.
- Minimum of one (1) hour allocated for being on site for activities or work that is completed within an hour.
- Thirty (30) minutes allocated for travelling to the contractor's workshop.

Standby on site by Technician and an Assistant during Outages

When the availability of the cranes listed below is in question or when critical lifting work will be performed during Outages such as the lifting of Turbine casings, Generator Rotor or Turbine Rotors, it can be requested by the contract manager that a technician and an Assistant be on site for a specific number of days, of which the contractor will be informed three (3) days in advance where possible.

The standby will be applicable to the following Cranes/Hoists.

- Turbine House Cranes
- Air Heater Cranes
- ID Fan North and South Hoists

Authorisation of Contractor in terms of Plant Safety Regulations

- The technicians will comply with Eskom's Plant Safety Regulations; this requires that the Crane Technician be appointed as the Responsible Person for Cranes (RP). Training will be provided by Duvha Power Station.
- Contractor will be given a period of six (6) months after contract start date to be Authorised as a Responsible Person for cranes in terms of plant safety regulations. The contractor will have to nominate two (2) technicians to be trained in order to be authorised in terms of plant safety regulation after successful completion of all the assessments
- Failure by contractor to have a minimum of two technician authorised for cranes and hoists at Duvha Power Station within the six (6) month period provided will result in penalties being charged for non-compliance which will be 20% of the monthly assessment or invoice amount due.
- Each Technician nominated by the contractor will have three attempts for the PSR authorisation. Thereafter a new candidate must be sent for the course.

- The penalties of 20% of an assessment or invoice due will continue up until a minimum of two technicians employed by the contractor are authorised as RP's for cranes and hoists at Duvha Power Station
- To be authorised, the following will have to be met:
 - Attend a four week theoretical course and pass all theoretical assessments
 - One-week practical training
 - Individuals that have passed all the theoretical modules and have completed the one-week practical training will then be booked for the final assessment by the Plant Safety Regulations Committee whose purpose is to determine whether that specific individual has knowledge of the plant safety regulations and if his plant knowledge is enough to justify authorisation in terms of Plant Safety Regulations on cranes and hoist at Duvha Power Station.
 - Training will be provided by Eskom. There will be no cost to Eskom for PSR training, practical and evaluation.

Additional Duties of the Contractor

- The *Contractor* will attend meetings as and when required or one meeting every month to discuss any items arising in connection with the crane maintenance contract.
- Individual nominated by the contractor to attend contract meetings at Duvha Power Station must be in a position to make decisions on behalf of the company.
- The *Contractor* shall provide parts (only components on the contract price list) and labour, to carry out all repairs, the employer reserves the right to supply the contractor with any spares that are readily available on site for particular repairs to be carried out to minimise downtime.
- Repairs will be carried out during the *Contractor's* normal working hours, unless an emergency stoppage has occurred or the crane/hoist is required for operation
- Planned maintenance will be carried out during Duvha Power Station's normal working hours.
- The *Contractor* will identify any need for modifications necessary to enhance the long-term health of the plant cranes or hoists and such modification must be requested in writing with all the details including, costs, time to complete and reason for the modification.
- Any other duty as may be felt necessary to enhance the maintenance of Duvha Power Station's cranes will be communicated between the *Employer* and the *Contractor*.

New Hoist, Crane Installation

Installation of any new hoist at the station must include the following mandatory documents

- Certificate of Compliance (COC)
- Load test certificate after the crane has been installed and load tested using test weights.

- Thorough Inspection Certificate of installed crane
- Original Equipment Manufacturer Manuals
 - Crane, hoist Operation Manuals
 - OEM drawings with inventory list of cranes/hoist components
- Any other tests which may be recommended by Engineering

Hiring of Hoists

- Hiring costs will include installation and removal and load testing of hired hoist.
- Installation certificate will be handed over to *Employer representative* stating that the hoist was inspected, and load tested by an accredited LMI and that it is safe for use.
- Contractor to ensure that the Duvha Structure to which the hired hoist will be supported is load tested
- Maintenance and repair costs during hiring period will be for *contractor's* account.

Quality

- The *Contractor* guarantees to utilize OEM approved parts and components unless it is not possible to obtain OEM spares, components, lubricants etc.
- Spares and specifications should be of OEM equivalence and can be recommended by the contractor as they are the subject experts when it comes to maintenance of cranes and hoists
- Spares recommended by the contractor should not compromise safety, quality and the environment and installation of that spare should not require any form of modification to the crane/hoist in order to have that particular component installed.
- A Quality Control Plan should be drawn up comprising of customer intervention points and issued to the Project Manager for Engineering approval for any work to be done on cranes that exceeds a certain time period and depending on the quantity of the scope and severity.
- A quality control plan may be required for services and load test on specific cranes if the contract manager sees it necessary and may be subject to engineering approval.

Contractor to note and comply with the following:

- The *Employer* reserves the right to have any of the *Contractor's* personnel removed from site without any compensation to the *Contractor* in the event of the *Contractor's* personnel being in contravention with the OHS Act or any of the *Employer's* rules, regulations and procedures.
- The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- The *Contractor* will operate under the direction and instructions of *Employer*.

- The *contractor* will provide all safety apparel, safety equipment and cleaning materials to comply with the construction regulations.
- The contractor is to ensure that an assistant is always accompanied by a qualified Technician whenever work is performed on site for interests of quality and safety-The employer reserves the right to terminate the contract if this requirement is not adhered. No NCR(s) will be issued.

2. Drawings

1. Ensure that drawings are updated
2. Keep drawings in good condition
3. Ensure that drawings are kept in safe place

Drawing number	Revision	Title
N/A		

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety Specifications For Contracting Companies	OMOP 2605	Yes
Eskom Life Saving Rules	32-421	Yes
Construction Regulations	32-136	Yes
SANS 53015		Yes
Conflict of Interest Policy	32-173	Yes
Plant Safety Regulations	36-681	Yes
<u>Technical specifications:</u>		

As per Scope of Works		

4. Constraints on how the *Contractor* Provides the Works

4.1 Meetings

The *Contractor* will comply with the requirements as set by the *Employer*. The *Contractor* will provide detailed feedback.

4.2 Use of standard forms

The contract will strictly be in accordance with the NEC TSC3. Early warnings, compensation events etc. are to be notified to the delegated personnel.

4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer*.

The *Contractor* includes the following information on each tax invoice:

Name and address of the *Contractor*

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

The total Price for Work Done to Date which the *Contractor* has completed;

Other amounts to be paid to the *Contractor*;

Less amounts to be paid by or retained from the *Contractor*;

The change in the amount due since the previous payment being the invoiced amount -
 excluding VAT, the VAT and including VAT;

(add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

All invoices are to be submitted to the *Employer's* Representative for processing.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2].

The Contractors Site Manager will complete a site daily log and this will be submitted to the *Employer's Representative* for his signature before 12am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site conditions.
- Work done.
- Labour on site.
- Any incidents during that period.
- Any communication that took place.

4.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable.

4.6 BBBEE and preferencing scheme

Applicable.

4.7 Facilities to be provided by the *Contractor*

The *Contractor* is to provide all necessary in order to implement and comply with the Works Information.

4.8 Title to material from excavation and demolition

Add to clause 70.2. The *Contractor* has no title to any material removed in the Plant. All material removed is to be stored at a place indicated by the *Employers Representative*.

4.9 Design by the *Contractor*

The design for the expansion test jig is to be submitted to the *Employers Representative* for approval. Upon Completion, the jig will belong to the *Employer* and all rights to use and modify it will be waived by the *Contractor*.

5. Requirements for the programme

The *Contractor* will provide a detailed programme every day or as requested by the *Employers Representative*. The *Employer* may terminate a contract if a detailed programme is not submitted during the morning outage meetings, or as requested by the *Employers Representative*. The final contract programme and breakdown will be agreed upon within three (3) days after order placement by the *Employer* & the *Contractor*.

The *Contractor* shall supply together with the tender a computerized detail MS Project bar chart programme indicating the sequence, link and duration of all activities and the required contractual completion dates.

- Computerized barchart weekly (or otherwise negotiated) updated programme to monitor their actual progress against contractual dates.

6. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Water connection /Disconnection point. Water will be made available on request free of charge from water points on site. The <i>Contractor</i> will supply at his own cost all the necessary connections, fittings, piping etc. for this facility. Eskom does not guarantee continuity of supply and quality of the water and the <i>Contractor</i> shall make his own arrangements for alternative supplies where required. Any breakdown or reduction in the water supply will not be grounds for claims for additional time or compensation. Should the <i>Contractor</i> have any particular requirements with respect to water quality or supply these must be stated in his tender.	
Electricity connection / disconnection. The <i>Contractor</i> to provide all necessary cabling, Certificate of Compliance (COC) etc. Electricity will be made available for construction purposes free of charge from power points, which will be indicated by the <i>Employers Representative</i> . The <i>Contractor</i> will be made responsible for the provision of the reticulation system from the point of supply. Both 220 (AC) Volt and 380 Volt (AC) are available on request. The <i>Contractor's</i> requirements are to be stated in his tender. Eskom does not guarantee the quality of supply of the power and the <i>Contractor</i> shall make his own arrangements for alternative supplies where required. Any breakdown or reduction in the power supply will not be grounds for claims for additional time or compensation.	
Site yard. A site will be made available to the contractor for his yard within the Power Station security area, but not adjacent to the work (the exact location is to be determined on site). The yard is to be considered as a raw site and the <i>Contractor</i> will arrange for temporary services.	
Scaffolding and insulation.	
Gas test and environmental certificate.	

Sanitary facilities and refuse. The *Contractor* is to supply own sanitary facilities at his Contractor's yard. Eskom's sanitary facilities may be used as directed by the *Employers Representative*. A refuse control system will be established by the *Contractor*. All waste and refuse shall be collected and disposed of as directed by the *Employers Representative*, at the Duvha Power Station refuse disposal site.

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

The works is within the security area of the Power Station and access to the site will be governed by the terms and conditions laid down by the Station Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions and shall price his works accordingly.

The *Contractor* shall liaise with the Power Station Security Staff in order to obtain temporary permits for his staff and vehicle, which will be working within the Station.

With the exception of Construction Plant the *Contractor* shall be restricted to having only one other vehicle on site for transporting his employees and materials. Any other need is to be granted by the *Employers Representative*.

Personnel and vehicles entering and leaving the site are subject to routine searches and substance abuse testing.

The *Contractor* will have to obtain a "gate permit" from the *Employers Representative*, before materials and equipment can be removed from the site. The "gate permit" gives an itemized list of materials and equipment to be removed from site.

The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

2. Ground conditions in areas affected by work in this contract

Not applicable. The *Contractor* to specify any information required if necessary.

3. Hidden and other services within the *site*

All known services will be brought to the attention of the Contractor by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another

Contractor will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

4. Details of existing buildings / facilities which *Contractor* is required to work on

Not applicable. The *Contractor* to specify any information required if necessary.

5. Inspection on site

The *Contractor* shall take note of, and allow in his price for any items which may not be clearly defined on the enquiry drawings and / or document / s submitted with this tender. He shall also ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspections with Duvha Engineering are to be arranged 24 hours in advance.

6. Accommodation for employees

The *Contractor* is required to make his own arrangements for the accommodation of his employees.

7. Telephone & telecommunications

A telephone is not available on site. Should the *Contractor* require one, he is to make his own arrangements with the relevant authorities. Arrangements may be made with the *Employers Representative* to use telephones of the Station if they are available. Calls from these will be charged for at prevailing GPO rates. Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment.

8. First aid and fire fighting

Adequate first aid and fire fighting equipment to be provided by the *Contractor* who also may in cases of emergencies or accidents call upon the services of the first aid and fire fighting resources at the Power Station.

9. Welding on site

No welding will be allowed on site unless permission is granted in writing by the *Employers Representative*.

10. Safe plant isolations

It is the *Contractor's* responsibility to liaise with the *Employers Representative* in respect of safe plant isolations and all Eskom plant to be considered as live unit, such liaison is confirmed in writing.

11. Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

12. Fire protection

The provision of Eskom's standard NWS 1494 " Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable. The *Contractor* shall ensure that adequate fire fighting apparatus is provided at all his work sites, and that his staff is trained in the use of this apparatus.

13. Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the NOSA Standards Safety Regulations, NWS 1058 and the Safety Regulations as laid down in the Duvha Safety Manual. The overriding regulations will however be the Occupation Health and Safety Act.

14. Safety

The *Contractor* shall comply with

- The Occupational Health and Safety Act, 1993, and all regulations made there under;
- All Eskom Safety and Operating Procedures.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the Act;

Issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.

The *Contractors* safety file is to be submitted for approval to Duvha's Safety Officer within three (3) days after order placement.

15. General

Contractor shall make provision in his rates for all costs involved in compliance with Security Requirements, Fire Protection, Safety and Accident Prevention. Eskom in this regard will entertain no claims for additional compensation.

16. Quality requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with the Quality Control document NWS 1841/C1 and the Duvha Quality Manual for *Contractor*(get a copy of the Duvha Quality Manual if it exists). The Quality Control document is to be submitted for approval to Duvha Engineering within three (3) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to *the Employers Representative*. *The Contractor*, in conjunction with Duvha Engineering must sign off all Quality Control documents after completing all work on site. *The Contractor* to submit a copy of the final signed off document to *the Employers Representative* within 1 week after Completion of a Unit.

17. Tender

Tender on the supplied Scope of Work shall be fixed and firm unless otherwise specified. The Tenderers shall include for compliance with all the provisions and requirements of site regulations and procedures in his pricing.

Any work not in the Scope of Work will be carried out only when the *Contractor* has received a signed variation order from Eskom.

Tenders must include for the official "Commissioning" and / or taking over hand handing over" of systems and / or the work executed by the *Contractor*.

17.1. Consumables

The *Contractor* shall allow in his tender price for any consumables that might be required for the execution of the work.

17.2. Transport

The *Contractor* shall make his own arrangements for transport of material and/or personnel on or to site in accordance with the site procedures and regulations.

The tenderer shall include in his tender price for any special tools and equipment to be used on site for the execution of the works.

Non-destructive examination will be deemed to be included in the tender price unless otherwise specified.

The *Contractor* shall allow in his tender price for tests as he considers or might be required by Eskom to satisfy himself that the work is sound.

The *Contractor* shall allow in his tender price for competent full time site supervision for the duration of the Contract.

Scaffold will be deemed to be included in the tender price unless otherwise specified.

Any craneage required for the execution of the Works will be supplied by Eskom if it is available. Should craneage be unavailable the *Contractor* shall negotiate a price with Eskom for the supply thereof. Arrangements for such craneage must be made in advance at least two weeks prior to the required date. No extension of time and / or claim for standing time will be granted should the *Contractor* not conform with his specification.

Any design from Duvha Engineering is only for information additional to the Scope of Work. Tenderers are to be based on the Scope of Work and the specifications. If any discrepancy arises between the design and the Scope of Work Duvha is to be contacted for clarification.

Eskom carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by Eskom.

19. Communication

The *Contractor* shall address all communications (after contract award) including telefaximilies to:

Acting Contract Supervisor
Duvha Power Station
P.O Box 2199

Witbank
1035

Att : Sipho Ngwenya
Tel : (013) 690 0544
Cell : 0746474175
Fax : (086) 539 7985
E-Mail: NgwenySS1@eskom.co.za

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works. All communication by the *Contractors* shall go through the buyer.

They shall be headed with the subject of the communications, and be numbered sequentially on the basis of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).