



NEC3 Term Service Contract (TSC3)

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

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

for

Contents:	No of pages
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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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The Provision of Hydrogen Plant Maintenance Services at Hendrina Power Station on an “As and When Required” Basis for a period of five years

C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Hydrogen Plant Maintenance Services at Hendrina Power Station on an “As and When Required” Basis for a period of five years

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer: _____

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

The Provision of Hydrogen Plant Maintenance Services at Hendrina Power Station on an "As and When Required" Basis for a period of five years

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of

Date

witness

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

The Provision of Hydrogen Plant Maintenance Services at Hendrina Power Station on an "As and When Required" Basis for a period of five years

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used " - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 5843 / 011 800 8000
	Fax No.	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

10.1 The *Service Manager* is (name):

Address

Tel

Fax

e-mail

11.2(2) The Affected Property is **Hendrina Power Station Hydrogen Plant**

11.2(13) The *service* is **The Provision of Hydrogen Plant Maintenance Services at Hendrina Power Station on an “As and When Required” Basis for a period of five years**

11.2(14) The following matters will be included in the Risk Register

11.2(15) The Service Information is in **Part 3: Section C3 of this contract**

12.2 The *law of the contract* is the law of **the Republic of South Africa**

13.1 The *language of this contract* is **English**

13.3 The *period for reply* is **2 Working days**

2 The Contractor's main responsibilities Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data

21.1 The *Contractor* submits a first plan for acceptance within **5 working days after the Contract Date**

3 Time

30.1 The *starting date* is.

30.1 The *service period* is **60 Months**

4 Testing and defects Upon completion of all works the Service Provider informs the Project Manager to carry out quality verifications

5 Payment

50.1 The *assessment interval* is **25th of each month**

51.1 The *currency of this contract* is the **South African Rand**

51.2 The period within which payments are made is **14 Days**

51.4 The *interest rate* is **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 Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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

6	Compensation events	As per core clause 60.1 (Section 1 to 14) of the TSC3
7	Use of Equipment Plant and Materials	The Contractor will provide Equipment Plant and the Employer will issue the materials
8	Risks and insurance	

80.1	These are additional <i>Employer's</i> risks	1. Uncertainties surrounding the operation of Hendrina Power Station 2. Change to exiting Safety Procedure 3.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
C	Target contract with price list	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	4 weeks.
50.6	The <i>exchange rates</i> are those published in	
53.1	The <i>Contractor's</i> share percentages and the share ranges are	share range Contractor's share %-age
53.3	The <i>Contractor's</i> share is assessed on (dates)	[•]
E	Cost reimbursable contract	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	2 months
	The <i>exchange rates</i> are those published in	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address

Tel No.

Fax No.

e-mail

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	

THE PROVISION OF HYDROGEN PALNT MAINTENANCE SERVICES AT HENDRINA POWER STATION ON AN AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		60%	C3-Labour	Seifsa
		15%	G1-Mechanical	Seifsa
		10%	L2(B)-Transport	Seifsa
		15%	non-adjustable	
		100%		

X2 **Changes in the law** There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.

X3 **Multiple currencies**

X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
	The <i>exchange rates</i> are those published in	(date)		

X3.1

		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note) There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X4	Parent company guarantee	
X12	Partnering	
X12.1(1)	The <i>Client</i> is (Name): Address Contact details Telephone: Fax e-mail	
X12.1(4)	The Partnering Information is in	Part 3 Scope of Work, section C3.[•]
X12.2(1)	The <i>Client's objective</i> is:	
X13	Performance bond	
X13.1	The amount of the performance bond is	
X17	Low service damages	
X17.1	The <i>service level table</i> is in	
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • 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
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • 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	months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	months
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may

constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

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

- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive means where two or more parties co-operate to achieve an unlawful or illegal

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover	83
	83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
	83.2 The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

	Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:**Insurance by the Employer**

86

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

Insurance against or name of policy	Minimum amount of cover or minimum li of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document

Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

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Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee**: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

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- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

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Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No **[●]** [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: **[●]** [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");

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- 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in **7** above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
	Monthly Services				
1	PERFORM VISUAL INSPECTIONS ON PRESSURE GAUGES AND TRANSMITTERS WITH COMPARISON TO THE HMI READINGS.	No	60		
2	PERFORM VISUAL INSPECTIONS OF THE HTO WITH ITS PIPEWORK.	No	60		
3	VISUAL INSPECTIONS ON PIPEWORK	No	60		
Item nr	Description	Unit	Expected Quantity	Rate	Price
	6 Monthly Service				
1	INSPECT AND CLEAN POWER AND CONTROL CABINETS	Each	10		
2	RECHARGE CHILLER SYSTEM AND CLEAN CONDENSER FINS	Each	10		
3	CHECK THE TORQUE ON THE CELL STACK	Each	10		
4	CLEAN/REPLACE FILTERS IN POWER/CONTROL PANELS	Each	10		
5	CALIBRATE THE OTH ANALYZER	Each	10		
6	CALIBRATE THE HTA DETECTOR CELL	Each	10		
7	CALIBRATE H2 PURITY ANALYSER H2 PLANT	Each	10		
8	CALIBRATE H2 PURITY ANALYSER METERING PANEL	Each	10		
9	CALIBRATE THE HTO ANALYSER	Each	10		
10	DISASSEMBLE AND CLEAN THE HTO PANEL	Each	10		
11	DISASSEMBLE AND CLEAN THE OTH PANEL	Each	10		
12	SERVICE HTO PANEL REGULATOR	Each	10		
13	SERVICE OTH PNL H2 SUPPLY	Each	10		

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	REGULATOR				
14	SERVICE OTH PNL N2 SUPPLY REGULATOR	Each	10		
15	CHECK LEAK TIGHTNESS OF SYSTEM	Each	10		
16	CHECK ELECTROLYSER VALVES TO USER OPEN INSPECT AND TEST	Each	10		
17	CHECK ALL VENT AND REGEN VALVES OPEN INSPECT AND TEST	Each	10		
18	CHECK THE CONCENTRATION OF THE ELECTROLYTE	Each	10		
19	CHECK THE FIXINGS OF THE POWER RACK CABLES INCL TRANSFORMER TAPS	Each	10		
20	CHECK INSTRUMENT AIR SUPPLY	Each	10		
21	TEST AND CALIBRATE THE OTH ANALYSER	Each	10		
Item nr	Description	Unit	Expected Quantity	Rate	Price
	Yearly Service				
1	CHECK FUNCTIONALITY OF TEMPERATURE SWITCHES	Each	5		
2	CHECK FUNCTIONALITY OF TEMPERATUR SWITCHES	Each	5		
3	CHECK FUNCTIONALITY OF LEVEL SWITCHES	Each	5		
4	CHECK FUNCTIONALITY OF LEVEL TRANSMITTERS	Each	5		
5	CHECK FUNCTIONALITY OF FILL UP VOLUME AND DRYER DRAIN POT LEVEL SWITCHES	Each	5		
6	INSPECT AND CLEAN BREAK TANK	Each	5		
7	CHECK FUNCTIONALITY OF BREAK TANK LEVEL SWITCH	Each	5		
8	CALIBRATE PRESSURE SWITCHES H2 PROCESS	Each	5		
9	CALIBRATE PRESSURE TRANSMITTERS	Each	5		
10	CALIBRATE PRESSURE INDICATORS	Each	5		
11	REPLACE THE OTH ANALYSER CELL	Each	5		

12	REPLACE THYRISTOR COOLING FANS	Each	5		
13	REPLACE CHILLER AND CONDUCTIVITY PANEL FILTERS	Each	5		
14	REPLACE THE LEVEL TRANSMITTER FLOATS.	Each	5		
15	REPLACE THE LEVEL SWITCH FLOATS.	Each	5		
16	CALIBRATE DEW POINT TRANSMITTER.	Each	5		
17	REPLACE THE HTO DETECTOR SENSOR.	Each	5		
18	REPLACE THE OTH DETECTOR SENSOR.	Each	5		
19	CHECK THE 24VOLTS UPS BATTERIES.	Each	5		
20	REPLACE THE PLC BATTERIES.	Each	5		
21	COMPILE SERVICE DATA PACK AND SUBMIT	Each	5		
Item nr	Description	Unit	Expected Quantity	Rate	Price
	3-Yearly Service				
1	CALIBRATION OF PRESSURE RELIEF VALVES AND REPLACE IF FAULTY	Each	1		
2	PRESSURE TESTING OF H2 PLANT ONLY TO PER 2009 REGULATIONS	Each	1		
3	RE-GAS CHILLER UNIT INSPECT AND TEST CHILLER PUMP AND CONDENSER UNIT	Each	1		
4	EXCHANGE THE ELECTROLYTE	Each	1		
5	ELECTROLYTE 300 LITRES 30% COMPOSITION	Each	1		
6	HTA ANALYZER CELL (2) TTL OVER 5 YEARS	Each	1		
7	DEOXO CATALYST	Each	1		
8	MODIFICATION OF DEOXO DRIER VESSELS TO ENABLE CATALYST AND DESICCANT CHANGE INCLUDING DESIGN CALCULATIONS	Each	1		
Item nr	Description	Unit	Expected Quantity	Rate	Price
	Additional Scope				
1	CALIBRATION EXCHANGE PROGRAM FOR 2	Each	1		

THE PROVISION OF HYDROGEN PALNT MAINTENANCE SERVICES AT HENDRINA POWER STATION ON AN AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF FIVE YEARS

	MICHELL PROBES FOR 3 YEARS				
2	SAFETY AND QUALITY DOCUMENTATION (SHEQ)(SAFETY FILE TO BE SUBMITTED)	Sum	1		
3	MEDICALS	Annually	5		
4	PPE	Annually	5		
5	Police Clearance	Once-off	1		
6	PROVISION FOR 30 BREAKDOWN CALLOUTS	Per-Callout	30		
7	DEW POINT CALIBRATIONS	Sum	1		
Item nr	Description	Unit	Expected Quantity	Rate	Price
1	TRAINING OF 10 EMPLOYEES	Each	10	TRAINING OF 10 EMPLOYEES	

NB: Contractors to submit the a shorter schedule of cost components to be used for compensation events.

The total of the Prices

PART 3: SCOPE OF WORK

The document covers the scope is limited to the hydrogen plant at Hendrina Power Station for the next five years.

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1 Description of the service

1.1 Executive overview

Hydrogen is used for cooling at Hendrina Power Station, mainly in the generators. To ensure a continuous and reliable supply of hydrogen, a preventative maintenance strategy as prescribed by the Original Equipment Manufacturer (OEM), must be followed. This is a five-year Service Contract for maintaining the Hydrogen Production Plant.

This scope includes six monthly, yearly as well as a three-year services. The scope includes all consumables and spares required for the five years and will be closely monitored by the Employer during each intervention.

Only trained and qualified personnel with certification from the OEM will be allowed to perform maintenance on the Hydrogen Production Plant.

1.2 Employer's requirements for the service

2 SCOPE OF WORK

The objective of the works is to ensure timely maintenance and the activities with all intervals as part of the objectives are tabled below:

Monthly Service

Perform visual inspections on pressure gauges and transmitters with comparison to the HMI readings.

Perform visual inspections of the HTO with its pipework.

Visual inspection on pipework.

Three Monthly Service

Calibrate OTH Sensor.

Six Monthly Services

6 MONTHLY SERVICE
INSPECT AND CLEAN POWER AND CONTROL CABINETS
RECHARGE CHILLER SYSTEM AND CLEAN CONDENSER FINS
CHECK THE TORQUE ON THE CELL STACK
CLEAN/REPLACE FILTERS IN POWER/CONTROL PANELS
CALIBRATE THE OTH ANALYZER
CALIBRATE THE HTA DETECTOR CELL
CALIBRATE H2 PURITY ANALYSER H2 PLANT
CALIBRATE H2 PURITY ANALYSER METERING PANEL
CALIBRATE THE HTO ANALYSER

DISASSEMBLE AND CLEAN THE HTO PANEL
DISASSEMBLE AND CLEAN THE OTH PANEL
SERVICE HTO PANEL REGULATOR
SERVICE OTH PNL H2 SUPPLY REGULATOR
SERVICE OTH PNL N2 SUPPLY REGULATOR
CHECK LEAK TIGHTNESS OF SYSTEM
CHECK ELECTROLYSER VALVES TO USER OPEN INSPECT AND TEST
CHECK ALL VENT AND REGEN VALVES OPEN INSPECT AND TEST
CHECK THE CONCENTRATION OF THE ELECTROLYTE
CHECK THE FIXINGS OF THE POWER RACK CABLES INCL TRANSFORMER TAPS
CHECK INSTRUMENT AIR SUPPLY
TEST AND CALIBRATE THE OTA ANALYSER

Yearly Services

YEARLY SERVICES
CHECK FUNCTIONALITY OF TEMPERATURE SWITCHES
CHECK FUNCTIONALITY OF TEMPERATUR SWITCHES
CHECK FUNCTIONALITY OF LEVEL SWITCHES
CHECK FUNCTIONALITY OF LEVEL TRANSMITTERS
CHECK FUNCTIONALITY OF FILL UP VOLUME AND DRYER DRAIN POT LEVEL SWITCHES
INSPECT AND CLEAN BREAK TANK
CHECK FUNCTIONALITY OF BREAK TANK LEVEL SWITCH
CALIBRATE PRESSURE SWITCHES H2 PROCESS
CALIBRATE PRESSURE TRANSMITTERS
CALIBRATE PRESSURE INDICATORS
REPLACE THE OTH ANALYSER CELL
REPLACE THYRISTOR COOLING FANS
REPLACE CHILLER AND CONDUCTIVITY PANEL FILTERS
REPLACE THE LEVEL TRANSMITTER FLOATS.
REPLACE THE LEVEL SWITCH FLOATS.
CALIBRATE DEW POINT TRANSMITTER.
REPLACE THE HTO DETECTOR SENSOR.
REPLACE THE OTA DETECTOR SENSOR.
CHECK THE 24VOLTS UPS BATTERIES.
REPLACE THE PLC BATTERIES.
COMPILE SERVICE DATA PACK AND SUBMIT

Three Yearly Services

3-YEARLY SERVICE
CALIBRATION OF PRESSURE RELIEF VALVES AND REPLACE IF FAULTY
PRESSURE TESTING OF H2 PLANT ONLY TO PER 2009 REGULATIONS
RE-GAS CHILLER UNIT INSPECT AND TEST CHILLER PUMP AND CONDENSER UNIT

EXCHANGE THE ELECTROLYTE
ELECTROLYTE 300 LITRES 30% COMPOSITION
HTA ANALYZER CELL (2) TTL OVER 5 YEARS
DEOXO CATALYST
MODIFICATION OF DEOXO DRIER VESSELS TO ENABLE CATALYST AND DESICCANT CHANGE INCLUDING DESIGN CALCULATIONS

Additional Scope

ADDITIONAL SCOPE
CALIBRATION EXCHANGE PROGRAM FOR 2 X MICHELL IS PROBES FOR 3 YEARS
SAFETY AND QUALITY DOCUMENTATION (SHEQ) (SAFETY FILE TO BE SUBMITTED)
PROVISION FOR 30 BREAKDOWN CALLOUTS.
PRACTICAL TRAINING SESSIONS (AT LEAST 6 PEOPLE DURING THE DURATION OF THE CONTRACT)
DEW POINT CALIBRATIONS
PERFORM FAULT ANALYSIS AND REPAIR FAULTS ON THE PLC.
UPDATE PLC SOFTWARE AS A WHEN REQUIRED.

Training

In depth training covering all aspects of the plant including but not limited to operation, maintenance and troubleshooting/fault finding techniques is to be offered to the station's personnel as part of skills transfer. A provision is made for ten employees to be trained in a twelve-month window (one financial year) for the duration of the contract period. Competency certificates are to be issued at the end of the training.

2.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
HTA	Hydrogen Transmitter in Atmosphere
HTO	Hydrogen Transmitter in Oxygen
OEM	Original Equipment Manufacturer
OTA	Oxygen Transmitter in Atmosphere
OTH	Oxygen Transmitter in Hydrogen
PLC	Programable Logic Controller
UPS	Uninterruptable Power Supply

3 Management strategy and start up.

- 3.1.1 **Maintenance Plan:** A structured set of tasks, which include the activities and time scales required to carry out maintenance on equipment. This could be a combination of corrective, preventive or predictive maintenance tasks and forms the basis of all Task Lists found in SAP for that plant system. SAP for that plant system.
- 3.1.2 **Maintenance Strategy:** Management method used to achieve the maintenance objectives. Furthermore, it is the choice of routine maintenance tasks and the timing of those tasks, designed to ensure that an item of equipment continues to fulfil its intended functions.

3.2 The Contractor’s plan for the service

- The Contractor to ensure that they comply to the works management requirements
- The Contractor must submit the plan to the *Project Manager* explaining in detail how they are going to perform the maintenance service throughout the service period.
- Technical report to be submitted to the Project Manager as when required.
- The communication in which this contract requires is the communication in a form which can be read, coped and record (writing is in the language of the contract).

3.3 Management meetings

The contractor will be required to attend meetings as when required.

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

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

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

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

3.4 Contractor’s management, supervision and key people

The Contractor must submit the organogram to the Project Manger

3.5 Provision of bonds and guarantees

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

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

3.6 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as message in the email itself.

3.7 Invoicing and payment

On a monthly basis assessment to be conducted and signed off by both (The Contractor & the Employer) and once assessment has been done payment against invoice will be made.

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

The *Contractor* shall address the tax invoice to

Eskom Holdings SOS Limited
Finance department
Hendrina Power Station

and include on each invoice the following information:

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

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

3.8 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

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

N/A

3.10 Insurance provided by the *Employer*

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

3.11 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

3.12 Design and supply of Equipment

- The Contractor to submit any drawing for the new equipment installations.
- The Contractor to submit the signed Quality Control Plan to the Project Manager (QCP) upon completion of the works on site.

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

3.13.1 Equipment

N/A

3.13.2 Information and other things

N/A

3.14 Management of work done by Task Order

Task Order shall be issued by Contract Manager at the beginning of each month.

4 Health and safety, the environment and quality assurance

4.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements required by Eskom. The Contractor is to ensure that all his personnel attend attends a health and safety induction course presented by Employer daily from 09h00 to 11h00, free of charge prior to commencement of any works. This is a two-hour course and is valid for the duration of one year at Hendrina Power Station.

- A) The Contractor works strictly to regularly updated risk assessment.
- B) The contractor ensures supervised and authorised entry into the plant
- C) The contractor always ensures compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority
- D) The contractor complies with the occupational health and safety Act and regulations, 1993 and all regulations made there under as well as the Employer's safety and operating procedures
- E) The contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith
- F) The contractor undertakes not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures
- G) All employees of the contractor must attend a safety induction course before they are allowed to work on site is the responsibility of the contractor to ensure that all employees have attended the safety inductions
- H) The Contractor holds a toolbox talk and inspects all PPE before any commences and keep written proof of such actions.
- I) The Contractor complies with all the applicable procedures as required by the Employer, procedures available from the Employers documentation centre on request
- J) The Contractor familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The consultant specifically addresses all risks related to work in any area by means of written and approved risk assessment, which is his risk assessment
- K) The following risks have been identified by the Employer, and the Contractor shall include these in his risk assessment
 - Injury caused by hand tools
 - High noised level
 - Welding which may result in burning
 - Movement of stairs while walking
 - Falling into open trenches while walking
- (L) Any tampering the Employer's fire equipment is strictly forbidden
- (M) All exit doors, fire escape routes, walkways, stair landings access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time firefighting equipment remains accessible at all walking
- (N) In a case of a fire, report the location and extend of the fire to the electrical operating desk at extension 5555
- (O) Take the necessary action to safeguard the area to prevent injury and spreading of the fire
- (P) Employer provides the Contractor with the baseline risk assessment to use it as minimum requirement to compile a risk assessment identifying all the risks before the implementation commences the risk assessment compiled by the Contractor will clearly show all the mitigating strategies in order to minimize all the possible risks.

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

4.2 Environmental constraints and management

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

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

4.3 Quality assurance requirements

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

5 Procurement

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

5.1 People

5.1.1 Minimum requirements of people employed

- The Service provider to employ suitably qualified personnel to carry out the contractual duties.
- Educational qualifications and certifications required for key personnel shall be provided by the Contractor
- Work experience requirements for the key personnel, including relevant industry experience shall be provided by the Contractor
- Relevant training or professional development to the Hydrogen producing plant must be provided.

5.1.2 BBBEE and preferencing scheme

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

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

5.2 Subcontracting

5.2.1 Preferred subcontractors

N/A

5.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

5.2.3 Limitations on subcontracting

N/A

5.2.4 Attendance on subcontractors

In case whereby the subcontractors are to execute the work or specific services, activities. The extent of supervision or coordination is required.

5.3 Plant and Materials

5.3.1 Specifications

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

5.3.2 Correction of defects

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

5.3.3 Contractor's procurement of Plant and Materials

N/A

5.3.4 Tests and inspections before delivery

The following details should be specified by the contractor:

- Test Procedures
- Inspection requirements
- Test certificate shall be issued
- Witnessing and approval
-

5.3.5 Plant & Materials provided "free issue" by the Employer

N/A

5.3.6 Cataloguing requirements by the Contractor

N/A

6 Working on the Affected Property.

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

6.1 Employer's site entry and security control, permits, and site regulations

Security arrangements

The contractor applies for the access permits (Contractor's Permit) at the Security gate at the start date of the contract. The contractor personnel shall be required to be in possession of an access permit at all times.

In order to assist Protection Service with the issuing of permits and the identification of personnel on site the successful contractor is to supply a list of all personnel that he intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services, this list, identified by the Contractor's name, is to contain the following information:

- Employee name
- Employee ID number
- The Employer's Safety Coordinator's signature
- The copy of the ID book of every Employee of the Contractor.

Access permits must be returned to protection services when the workers leave the site, either after completion of the services, or upon earlier termination of service of a worker during the contract period.

To speed up the process of gaining access to the site, the Contractor must compile detailed lists of all tools and equipment (including serial numbers where applicable) to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the contractor- to be used again when and equipment are removed from site after the completion of the services.

The Contractor's visitors and personnel shall confirm at all times to the security arrangements in force at the site Application forms for visitors must be filled in by the Contractor's Site Manager and approved by the Service Manager, one day before the visit and submitted to the Employer's Protection Services office Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

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

No unauthorized vehicle will be allowed on site only Contractor's vehicle with displayed Contract vehicle permits disks will be allowed on site Contract vehicle applications should be directed to the Service Manager.

No recruiting of casual labour may be done on the Employer's premises, including the area outside the power Station Security Gate.

6.2 People restrictions, hours of work, conduct and records

Contractor shall keep all the time sheets for all employees who will be on site on the specific time frame for the period of the contract.

6.3 Health and safety facilities on the Affected Property

Hendrina Power Station has a medical centre located inside the Power Station operation hours for the medical centre are from 07h00 am until 16h15 pm, any injuries that occur within this time frame are to be reported immediately to the Medical centre Employee informs his/her supervisor and the supervisor is to

accompany said employee to the medical centre if the incident occurs outside of this time frame the responsible supervisor is to report the incident to the Hendrina Proto team and the incident must be recorded first thing in the morning.

6.4 Environmental controls, fauna & flora

As per Employers Procedure the Hendrina Power Station Environmental policy (HSPPIN005)

6.5 Cooperating with and obtaining acceptance of Others

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

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

6.6 Records of *Contractor's* Equipment

N/A

6.7 Equipment provided by the *Employer*

N/A

6.8 Site services and facilities

6.8.1 Provided by the *Employer*

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

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

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

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

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

6.8.2 Provided by the *Contractor*

N/A

6.9 Control of noise, dust, water and waste

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

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

6.10 Hook ups to existing works

N/A

6.11 Tests and inspections

6.11.1 Description of tests and inspections

The proof of testing and inspections done should be provided

6.11.2 Materials facilities and samples for tests and inspections

N/A

7 List of drawings

7.1 Drawings issued by the Employer

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