



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
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

1. Offer

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

Refurbishment of Boiler and Turbine Cut-out Valves during planned outages on 'as and when required Basis' at Kendal Power Station for 60 months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

2. Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

3. 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.

4. For the tenderer:**5. 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

6. Part one - Data provided by the *Employer*

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	6.1. Statement	6.2. Data
1	6.3. General	6.4.
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Term Service Contract April 2013² (TSC3)</p>	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p>
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]

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

10.1	The <i>Service Manager</i> is (name):	Moses Mmowa
	Address	Kendal Power Station Private Bag X7272 Witbank 1035
	Tel	013 647 6329
	Fax	013 647 9473
	e-mail	MmowaNM@eskom.co.za
11.2(2)	The Affected Property is)	Kendal Power Station
11.2(1 3)	The <i>service</i> is	For refurbishment of Boiler and Turbine Cut Out valves during planned outages and opportunity maintenances at Kendal Power station
11.2(1 4)	The following matters will be included in the Risk Register	Risk register to be a live document review monthly
11.2(1 5)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 days
6.5. The Contractor's main responsibilities		Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
6.6. Time		
1.6.1	The <i>starting date</i> is.	1 September 2022
1.6.2	The <i>service period</i> is	60 months (5 years)
6.7. Testing and defects		6.8. 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
6.9. Payment		
50.1	The <i>assessment interval</i> is	Maintenance between the 20th and 25th day of each successive month. Outages within 14 days after task order completion.
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>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</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>
6.10.	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
6.1	6.12. Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
6.1:	6.14. Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Consequential damage used from the insurance; Eskom can only claim if its more than R50m. Any insurance Ex pays for it as the contractor transfers the cost to Eskom. Procurement to assist</p> <p>2. [•]</p> <p>3. [•]</p>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_

		<i>From_1_April_2014_To_31_March_2015.aspx</i> (See Annexure A for basic guidance)
83.1	The <i>Contractor</i> provides these additional insurances:	[•]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
6.1	6.16. 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.
6.1	6.18. 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	Contractor gives assessment and Service Manager verifies this in 4 weeks.
6.1	6.20. 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.

6.2 6.22. Data for secondary Option clauses

6.23.

X1	Price adjustment for inflation																
X1.1	The <i>base date</i> for indices is																
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>80%</td><td>Labour</td><td>[•]</td></tr> <tr> <td>5%</td><td>Transport</td><td>[•]</td></tr> <tr> <td>15%</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	80%	Labour	[•]	5%	Transport	[•]	15%	non-adjustable		1.00		
proportion	linked to index for	Index prepared by															
80%	Labour	[•]															
5%	Transport	[•]															
15%	non-adjustable																
1.00																	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.															
X17	Low service damages																
X17.1	The <i>service level table</i> is in	Annexure B															
X18	Limitation of liability																
X18.1	The <i>Contractor's liability</i> 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 described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • Infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	[•] 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	Outages 2 days of receiving the Task Order Maintenance:
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure C
X20.2	A report of performance against each Key	

	Performance Indicator is provided at intervals of one month
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.

Z2 Joint ventures

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

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

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

7. Annexure A: Insurance provided by the Employer

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

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

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

C1.2 Contract Data

8. Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

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 _____

DRAFT

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

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	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <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. <p>(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.</p>
-------------------------------------	------------	--

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.

5. 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 no	Valve size	Valve types	Est/Qty per outage	Spark test +certificate	Strip, clean, inspect, &sandblasting	X-rays, NDT +certificat e	Replace valve disc	Build up & machine valve spindle seat	Remove & replace valve body seat	Build up & machine valve body seat	valve body seat stress relieve	Total Price
1	3"	WELLAND TUXHORN CONTROL VALVE	1									
2	15 MM	VELAN NEEDLE VALVE	4									
3	15MM	DEWRANCE GLOBE VALVE	3									
4	15 MM	HOPKINSON GLOBE VALVE	4									
5	20 MM	DEWRANCE GLOBE VALVE	8									
6	20 MM	DEWRANCE NRV	4									
7	20 MM	DEWRANCE PARALLEL SLIDE VALVE	3									
8	20 MM	HH PARALLEL SLIDE VALVE	2									
9	32 MM	DEWRANCE GLOBE VALVE	8									
10	32 MM	DEWRANCE NRV	4									
11	32 MM	DEWRANCE PARALLEL SLIDE VALVE	2									
12	32 MM	HH PARALLEL SLIDE VALVE	2									
13	32 MM	HANCOCK GLOBE VALVE	1									
14	32 MM	SEMPELL VALVE	3									
15	40 MM	DEWRANCE GLOBE	2									

		VALVE										
16	40 MM	DEWRANCE NRV	3									
17	40 MM	HANCOCK GLOBE VALVE	1									
18	40 MM	SEMPELL VALVE	2									
19	50 MM	DEWRANCE GLOBE VALVE	2									
20	50 MM	DEWRANCE NRV	2									
21	50 MM	DEWRANCE PARALLEL SLIDE VALVE	3									
22	50 MM	HANCOCK GLOBE VALVE	2									
23	50 MM	SEMPELL VALVE	1									
24	60 MM	KENT CONTROL VALVE	2									
25	65 MM	DEWRANCE NRV	2									
26	65 MM	DEWRANCE PARALLEL SLIDE VALVE	3									
27	65 MM	KSB NRV	2									
28	70 MM	DEWRANCE NRV	1									
29	80 MM	DEWRANCE NRV	2									
30	80 MM	DEWRANCE PARALLEL SLIDE VALVE	4									
31	80 MM	KENT CONTROL VALVE	3									
32	80 MM	VAG WEDGE VALVE	2									
33	100 MM	DEWRANCE NRV	2									
34	100MM	DEWRANCE	4									

		PARALLEL SLIDE VALVE										
35	100 MM	KENT CONTROL VALVE	2									
36	100 MM	VAG WEDGE VALVE	1									
37	100 MM	SEMPELL VALVE	2									
38	150MM	DEWRANCE PARALLEL SLIDE VALVE	2									
39	150 MM	VAG WEDGE VALVE	1									
40	200MM	DEWRANCE PARALLEL SLIDE VALVE	1									
41	200 MM	VAG WEDGE VALVE	1									
42	200 MM	SEMPELL VALVE	1									
43	300 MM	SULZER NRV	1									
44	300 MM	SEMPELL VALVE	1									
45	300 MM	VAG WEDGE VALVE	1									
46	350 MM	KSB PARALLEL SLIDE VALVE	1									
47	350 MM	VAG WEDGE VALVE	1									
48	400 MM	VAG WEDGE VALVE	1									
48	450 MM	VAG NRV	1									
50	500MM	DEWRANCE PARALLEL SLIDE VALVE	1									
51	500 MM	DEWRANCE NRV	1									
52	600 MM	VAG WEDGE VALVE	1									

53	20 MM	SEPELL, GLOBE VALVE	4									
54	60 MM	SEPELL, GLOBE VALVE	2									
55	168MM	SEPELL, GLOBE VALVE	1									
56	323MM	SEPELL, GLOBE VALVE	1									
57	88 MM	VAG, BUTTERFLY	3									
58	273 MM	VAG, BUTTERFLY	1									
59	508 MM	VAG, BUTTERFLY	1									
60	711 MM	VAG, BUTTERFLY	1									
61	33 MM	GESTRA, PLATE TYPE STEAM TRAP	3									
62	168 MM	FISHER, GLOBE VALVE	1									
63	219 MM	FISHER, GLOBE VALVE	1									
64	457 MM	FISHER, GLOBE VALVE	1									
65	168 MM	ARF, PARALLEL SLIDE	2									
66	273 MM	ARF, PARALLEL SLIDE	1									
67	351 MM	ARF, PARALLEL SLIDE	1									
68	25mm	HOPKINSONS UNIFLOW	3									
69	168.3	VAG-FLEX-WEDGE	1									
70	168.3	SEPELL-GLOBE	1									
71	711	VAG-BUTTERFLY	1									

72	610	VAG-BUTTERFLY	1									
73	457	VAG-NRV	1									
74	457	VAG-FLEX-WEDGE	1									
75	88.9	VAG-FLEX-WEDGE	3									
78	610	VAG-BUTTERFLY	1									
79	219.1	VAG-FLEX-WEDGE	1									
80	168.3	VAG-FLEX-WEDGE	1									
81	219.1	VAG-FLEX-WEDGE	1									
82	168.3	VAG-FLEX-WEDGE	2									
84	711	VAG-BUTTERFLY	1									
85	610	VAG-BUTTERFLY	1									
86	457	VAG-NRV	1									
87	457	VAG-FLEX-WEDGE	1									
90	88.9	VAG-FLEX-WEDGE	3									
91	610	VAG-BUTTERFLY	1									
92	219.1	VAG-FLEX-WEDGE	1									
93	168.3	VAG-FLEX-WEDGE	1									
94	219.1	VAG-FLEX-WEDGE	1									
95	168.3	VAG-FLEX-WEDGE	2									
97	711	VAG-BUTTERFLY	1									

98	114.3	VAG-FLEX-WEDGE	1									
99	114.3	KSB-NRV	1									
100	219.1	VAG-FLEX-WEDGE	1									
101	88.9	VAG-FLEX-WEDGE	1									
102	88.9	VAG-FLEX-WEDGE	1									
103	168.3	VAG-FLEX-WEDGE	1									
104	303	KSB-PARALLEL SLIDE	3									
105	351	KSB-PARALLEL SLIDE	10									
106	351	SEMPPELL-GLOBE- SPRING LOADED	1									
111	76.1	KSB-ARF-NRV	3									
112	76.1	KSB-ARF-PARALLEL SLIDE	3									
114	139.7	VAG-FLEX-WEDGE	3									
115	139.7	VAG-NRV	3									
119	114.4	KSB-ARF-GATE VALVE	1									
120	219.1	VAG-FLEX-WEDGE	1									
121	355.6	VAG-FLEX-WEDGE	1									
122	328.7	KSB-ARF-NRV	1									
123	328.7	KSB-ARF-PARALLEL SLIDE	1									
124	355.6	VAG-FLEX-WEDGE	2									
126	88.9	VAG-FLEX-WEDGE	1									

127	406.4	VAG-NRV	1									
128	406.4	VAG-FLEX-WEDGE	1									
129	168.3	VAG-FLEX-WEDGE	1									
130	60.3	SEMPELL-GLOBE	1									
131	273	VAG-FLEX-WEDGE	1									
132	273	KSB-ARF-PARALLEL SLIDE	1									
133	168.3	VAG-NRV	2									
134	168.3	VAG-FLEX-WEDGE	6									
141	168.3	KSB-ARF-PARALLEL SLIDE	1									
142	168.3	KSB-ARF-PARALLEL SLIDE	1									
143	508	VAG-FLEX-WEDGE	8									
145	508	VAG-NRV	1									
152	355.6	VAG-FLEX-WEDGE	2									
154	508	VAG-FLEX-WEDGE	3									
157	88.9	VAG-FLEX-WEDGE	1									
158	88.9	VAG-NRV	2									
159	114.3	VAG-FLEX-WEDGE	1									
161	88.9	VAG-FLEX-WEDGE	1									
162	114.3	VAG-FLEX-WEDGE	1									
163	88.9	VAG-NRV	1									

164	88.9	VAG-FLEX-WEDGE	2									
166	88.9	SEMPELL	1									
167	88.9	VAG-FLEX-WEDGE	1									
168	219.1	VAG-FLEX-WEDGE	2									
170	60.3	SEMPELL-GLOBE	1									
171	60.3	BABCOCK/KWU-1 STAGE ANGLE VALVE	4									
175	48.3	BABCOCK/KWU-3 STAGE ANGLE VALVE	1									
176	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	1									
177	76.1	BABCOCK/KWU-1 STAGE ANGLE VALVE	4									
181	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	3									

NB: Suppliers are to quote for all the line items (in full) to be commercially acceptable.

Labour Rates

Item	Description	Unit	QTY	Normal time	Overtime Saturdays Base rate X1.5	Overtime Sundays Base rate X2	Overtime Public holidays Base rate X2
1	Authorised Supervisor	Hour	150	R	R	R	R
2	Safety Officer	Hour	150	R	R	R	R
3	Driver	Hour	150	R	R	R	R
4	Boilermaker	Hour	150	R	R	R	R
5	Welder - Class A	Hour	150	R	R	R	R
6	Welder - Class B	Hour	150	R	R	R	R
7	Rigger	Hour	150	R	R	R	R
8	Fitter	Hour	150	R	R	R	R
9	Semi-skilled	Hour	150	R	R	R	R
10	Labourer	Hour	150	R	R	R	R

NB: Suppliers are to quote for all the line items (in full) to be commercially acceptable.

PRICE LIST - HEALTH AND SAFETY

Item	Description	Qty	Price each/ person	Total price
1	Medical annually	1	R	R
2	Health and Safety Plan	1	R	R
3	Health and Safety File	1	R	R
4	Safety Training	1	R	R
6	Hard hats with chin strap		R	R
7	Overalls		R	R
8	Gloves		R	R
9	Shoes		R	R
10	Hearing protection		R	R
11	Safety goggles		R	R
12	Safety harnesses		R	R
13	Gum Boots		R	R
14	First Aid box for every 50 employees		R	R
15	Dust mask		R	R
16	Rain coats		R	R
17	Reflecting vests		R	R
20	Flash Suit - Note: Eskom, Kendal is going to provide the flash suit. Flash suit to be dry cleaned by the Supplier. If flash suit gets damaged the Supplier will pay for it)	N/A	As per Eskom's price list	-
24	Training: Responsible Person - ORHVS & PSR (18 days)		R	R
*23	Training: Authorised Supervisor - PSR (2.5 days)		R	R
TOTAL VALUE FOR HEALTH AND SAFETY FOR THE TOTAL CONTRACT PERIOD				R

NB: Suppliers are to quote for all the lines (in full) to be commercially acceptable.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
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	Kendal Power Station Specific Constraints	
	Total number of pages	

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9. Description of the service

9.1. Executive overview

To collect, refurbish and delivery of Boiler and Turbine cut-out valves on Unit 1-6 during Planned Outages on an “as-and-when” required basis.

1. Description of the works

1.1 *The Contractor* is responsible to perform the scope of work detailed bellow.

1.2 The scope of work detailed will not necessarily be required on every Outage.

1.3 The *Services Manager* or his delegate issues a Task Order, before the start of the relevant Outage for scope to be performed during the Outage.

Component	SCOPE OF WORK
Valve Type	Strip ,clean, inspect and sandblasting of valves
	Spark test valves to determined material + certificate
	X-ray's, NDT of valve body to determined defects, certificates to be provided
	Heat treatment / stress relieve where applicable (if required)
	Remove and replace valve body seats if required
	Replace valve discs if required
	Build up and machine of valve body seat with stellite
	Build up and machine of valve spindle seat with stellite
	X-ray's, NDT of all weld repairs and machining on butt ends + certificates
	X-ray's, NDT of all weld repairs on yoke + certificates
	Replace all damaged spares e.g. nuts, studs, segments and pillars
	Lap, blue seats & re-assemble valve
	Gland packing and pressure seals are to be supplied by Eskom
	Pressure test valve at 25 Bar & provide test certificate
	Paint all valves to Eskom's colour code specification
	Stamp valve body with valve no and label valve with KKS nnumber where applicable

VALVE TYPES AND SIZE

ITEM NO	VALVE SIZE	VALVE TYPES
1	3"	WELLAND TUXHORN CONTROL VALVE
2	15 MM	VELAN NEEDLE VALVE
3	15MM	DEWRANCE GLOBE VALVE
4	15 MM	HOPKINSON GLOBE VALVE
5	20 MM	DEWRANCE GLOBE VALVE
6	20 MM	DEWRANCE NRV
7	20 MM	DEWRANCE PARALLEL SLIDE VALVE
8	20 MM	HH PARALLEL SLIDE VALVE
9	32 MM	DEWRANCE GLOBE VALVE
10	32 MM	DEWRANCE NRV
11	32 MM	DEWRANCE PARALLEL SLIDE VALVE
12	32 MM	HH PARALLEL SLIDE VALVE
13	32 MM	HANCOCK GLOBE VALVE
14	32 MM	SEMPELL VALVE
15	40 MM	DEWRANCE GLOBE VALVE
16	40 MM	DEWRANCE NRV
17	40 MM	HANCOCK GLOBE VALVE
18	40 MM	SEMPELL VALVE
19	50 MM	DEWRANCE GLOBE VALVE
20	50 MM	DEWRANCE NRV
21	50 MM	DEWRANCE PARALLEL SLIDE VALVE
22	50 MM	HANCOCK GLOBE VALVE
23	50 MM	SEMPELL VALVE
24	60 MM	KENT CONTROL VALVE
25	65 MM	DEWRANCE NRV
26	65 MM	DEWRANCE PARALLEL SLIDE VALVE
27	65 MM	KSB NRV
28	70 MM	DEWRANCE NRV
29	80 MM	DEWRANCE NRV
30	80 MM	DEWRANCE PARALLEL SLIDE VALVE
31	80 MM	KENT CONTROL VALVE
32	80 MM	VAG WEDGE VALVE
33	100 MM	DEWRANCE NRV
34	100MM	DEWRANCE PARALLEL SLIDE VALVE
35	100 MM	KENT CONTROL VALVE
36	100 MM	VAG WEDGE VALVE
37	100 MM	SEMPELL VALVE
38	150MM	DEWRANCE PARALLEL SLIDE VALVE
39	150 MM	VAG WEDGE VALVE
40	200MM	DEWRANCE PARALLEL SLIDE VALVE
41	200 MM	VAG WEDGE VALVE
42	200 MM	SEMPELL VALVE
43	300 MM	SULZER NRV
44	300 MM	SEMPELL VALVE
45	300 MM	VAG WEDGE VALVE
46	350 MM	KSB PARALLEL SLIDE VALVE
47	350 MM	VAG WEDGE VALVE
48	400 MM	VAG WEDGE VALVE
48	450 MM	VAG NRV
50	500MM	DEWRANCE PARALLEL SLIDE VALVE
51	500 MM	DEWRANCE NRV
52	600 MM	VAG WEDGE VALVE

53	20 MM	SEPELL, GLOBE VALVE
54	60 MM	SEPELL, GLOBE VALVE
55	168MM	SEPELL, GLOBE VALVE
56	323MM	SEPELL, GLOBE VALVE
57	88 MM	VAG, BUTTERFLY
58	273 MM	VAG, BUTTERFLY
59	508 MM	VAG, BUTTERFLY
60	711 MM	VAG, BUTTERFLY
61	33 MM	GESTRA, PLATE TYPE STEAM TRAP
62	168 MM	FISHER, GLOBE VALVE
63	219 MM	FISHER, GLOBE VALVE
64	457 MM	FISHER, GLOBE VALVE
65	168 MM	ARF, PARALLEL SLIDE
66	273 MM	ARF, PARALLEL SLIDE
67	351 MM	ARF, PARALLEL SLIDE
68	25mm	HOPKINSONS UNIFLOW

VALVE TYPES AND SIZE

NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)
1	168.3	VAG-FLEX-WEDGE	STAAL-2067	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	200
2	168.3	SEPELL-GLOBE	VBS-2871	C22.8 (W.No. 1.0460)	X20CrMo17 1 (W.No. 1.4115)	GS-C25 (W.No. 1.0619)	X20CrMo171 (W.No. 1.4115)	13	200
3	711	VAG-BUTTERFLY	HTS-2066	H II (W.No. 1.0425)	Cr Ni-Steel Lamella	H II (W.No. 1.0425)	X20CrMo171 (W.No. 1.4115)	6	210
4	610	VAG-BUTTERFLY	HTS-2818	H II (W.No. 1.0425)	Cr Ni-Steel Lamella	H II (W.No. 1.0425)	X20CrMo171 (W.No. 1.4115)	6	275
5	457	VAG-NRV	STAAL-2062	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	13	350
6	457	VAG-FLEX-WEDGE	STAAL-2067	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
7	88.9	VAG-FLEX-WEDGE	STAAL-2037	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	3	190
8	88.9	VAG-FLEX-WEDGE	STAAL-2037	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	6	255
9	88.9	VAG-FLEX-WEDGE	STAAL-2037	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	6	365
10	610	VAG-BUTTERFLY	HTS-2818	H II (W.No. 1.0425)	Cr Ni-Steel Lamella	H II (W.No. 1.0425)	X20CrMo171 (W.No. 1.4115)	6	275
11	219.1	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	3	135
12	168.3	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
13	219.1	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	3	135

14	168.3	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
15	168.3	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)
16	114.3	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
17	114.3	KSB-NRV	AKKS-2803	P265 GH (1.0425)	X8CrTi18 (W.No. 1.4502)	P235 GH (W.No. 1.0345)	X20CrMo17 1 (W.No. 1.4115)	30	380
18	219.1	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	3	135
19	88.9	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
20	88.9	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	30	135
21	168.3	VAG-FLEX-WEDGE	STAAL-2035	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	6	160
22	303	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
23	303	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
24	303	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
25	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
26	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
27	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
28	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280

29	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
30	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
31	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
32	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
33	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
34	351	KSB-PARALLEL SLIDE	GTS-2015	P 265 GH (W.No. 1.0425)	X8CrTi18 (W.No. 1.4502)	P 265 GH (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	310	280
35	351	SEMPPELL-GLOBE-SPRING LOADED	ESS-2099	DIN W.No. 1.4115	DIN W.No. 1.4431	DIN W.No. 1.7335	DIN 17Cr W.No. 1.4115	310	280
36	76.1	KSB-ARF-NRV	AKKS-2803	P265 GH (1.0425)	X8CrTi18 (W.No. 1.4502)	P235 GH (W.No. 1.0345)	X20CrMo17 1 (W.No. 1.4115)	160	208
37	76.1	KAB-ARF-PARALLEL SLIDE	GTS-2014	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	160	208
38	76.1	KSB-ARF-NRV	AKKS-2803	P265 GH (1.0425)	X8CrTi18 (W.No. 1.4502)	P235 GH (W.No. 1.0345)	X20CrMo17 1 (W.No. 1.4115)	160	208
39	76.1	KAB-ARF-PARALLEL SLIDE	GTS-2014	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	160	208
40	76.1	KSB-ARF-NRV	AKKS-2803	P265 GH (1.0425)	X8CrTi18 (W.No. 1.4502)	P235 GH (W.No. 1.0345)	X20CrMo17 1 (W.No. 1.4115)	160	208
41	76.1	KSB-ARF-PARALLEL SLIDE	GTS-2014	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	160	208
42	139.7	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	31	200
43	139.7	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	31	200
NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)

44	139.7	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	31	200
45	139.7	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	31	200
46	139.7	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	31	200
47	139.7	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	31	200
48	114.4	KSB-ARF-GATE VALVE	AKGS-A-2023	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	49	350
49	219.1	VAG-FLEX-WEDGE	STAAL-2040	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
50	355.6	VAG-FLEX-WEDGE	STAAL-2017	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
51	328.7	KSB-ARF-NRV	ZRS-13-2020	P265 GH (1.0425)	X8CrTi18 (W.No. 1.4502)	P235 GH (W.No. 1.0345)	X20CrMo17 1 (W.No. 1.4115)	49	350
52	328.7	KSB-ARF-PARALLEL SLIDE	GTS-13-2018	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	49	350
53	355.6	VAG-FLEX-WEDGE	STAAL-2030	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
54	355.6	VAG-FLEX-WEDGE	STAAL-2072	C22.8 (W.No. 1.0460)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
55	88.9	VAG-FLEX-WEDGE	STAAL-2017	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
56	406.4	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	13	350
57	406.4	VAG-FLEX-WEDGE	STAAL-2040	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
58	168.3	VAG-FLEX-WEDGE	STAAL-2040	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	13	350
59	60.3	SEMPELL-GLOBE	VKS-2823	X20Cr13 (W.No. 1.4021)	X20Cr13 (W.No. 1.4021)	C22.8 (W.No. 1.0460)	X20CrMo17 1 (W.No. 1.4115)	13	350

60	273	VAG-FLEX-WEDGE	STAAL-2040	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) OR W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	425
61	273	KSB-ARF-PARALLEL SLIDE	GTS-2019	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	49	350
62	168.3	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	22	220
63	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
64	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)
65	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
66	168.3	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	X8CrTi18 (W.No. 1.4502)	22	220
67	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
68	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
69	168.3	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	X20CrMo17 1 (W.No. 1.4115)	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	X8CrTi18 (W.No. 1.4502)	22	220
70	168.3	KSB-ARF-PARALLEL SLIDE	AKGS-2013	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	49	265
71	168.3	KSB-ARF-PARALLEL SLIDE	AKGS-2013	C22.8 (W.No. 1.0460)	STELLITE HARD FACING	C22.8 (W.No. 1.0460)	HARD FACING (W.No. 1.4115)	49	265
72	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
73	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
74	508	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or ST35.8 (W.No. 1.0305)	420 STAINLESS STEEL	30	160

75	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
76	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
77	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
78	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
79	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
80	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)
81	355.6	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
82	355.6	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
83	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
84	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
85	508	VAG-FLEX-WEDGE	STAAL-2044	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or fine grain structural steel W St E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
86	88.9	VAG-FLEX-WEDGE	STAAL-2017	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	160
87	88.9	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or ST35.8 (W.No 1.0305)	420 STAINLESS STEEL	30	160
88	114.3	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	100
89	88.9	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or ST35.8 (W.No 1.0305)	420 STAINLESS STEEL	10	120

90	88.9	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	120
91	114.3	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	100
92	88.9	VAG-NRV	STAAL-2061	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) or ST35.8 (W.No 1.0305)	420 STAINLESS STEEL	10	120
93	88.9	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	120
94	88.9	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	120
95	88.9	SEPELL	VBS-2871	13CrMo44	X20CrMo171 (W.No. 1.4115)	X20CrMo171 (W.No. 1.4115)	GS17CrMo55 (W.No. 17357)	10	120
96	88.9	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	10	120
97	219.1	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	60
98	219.1	VAG-FLEX-WEDGE	STAAL-2034	H II (W.No. 1.0425)	410 STAINLESS STEEL	H II (W.No. 1.0425) OR W ST E 355 (W.No. 1.0565)	420 STAINLESS STEEL	30	60
99	60.3	SEPELL-GLOBE	VBS-2822	X20Cr13 (W.No. 1.4021)	X20Cr13 (W.No. 1.4021)	C22.8 (W.No. 1.0460)	X20CrMo17 1 (W.No. 1.4115)	10	120
100	60.3	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353-96500/101 TYPE 810	-	-	10CrMo9-10	-	200	535
101	60.3	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353-96500/101 TYPE 810	-	-	10CrMo9-10	-	200	535
NO.	SIZE (mm)	MANUFACTURER	Valve SPEC	DISK/BLADE MATERIAL	DISK/BLADE SEAT MATERIAL	BODY MATERIAL	BODY SEAT MATERIAL	DESIGN P (BAR)	DESIGN TEMP (°C)
102	60.3	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353-96500/101 TYPE 810	-	-	10CrMo9-10	-	200	535
103	60.3	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353-96500/101 TYPE 810	-	-	10CrMo9-10	-	200	535
104	48.3	BABCOCK/KWU-3 STAGE ANGLE VALVE	DRW: 7353-96500/105 TYPE 810	-	-	-	-	16	400

105	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	DRW: 7353- 96500/111 TYPE 810	-	-	-	-	16	400
106	76.1	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353- 96500/103 TYPE 810	-	-	10CrMo9-10	-	60	535
107	76.1	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353- 96500/103 TYPE 810	-	-	10CrMo9-10	-	60	535
108	76.1	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353- 96500/103 TYPE 810	-	-	10CrMo9-10	-	60	535
109	76.1	BABCOCK/KWU-1 STAGE ANGLE VALVE	DRW: 7353- 96500/103 TYPE 810	-	-	10CrMo9-10	-	60	535
110	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	DRW: 7353- 96500/108 TYPE 810	-	-	10CrMo9-10	-	60	535
111	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	DRW: 7353- 96500/107 TYPE 810	-	-	10CrMo9-10	-	60	535
112	76.1	BABCOCK/KWU-3 STAGE ANGLE VALVE	DRW: 7353- 96500/107 TYPE 810	-	-	10CrMo9-10	-	60	535

9.2. 1.2 Employer's requirements for the service

- Quality plans and QCP documents to be submitted by the Contractor and approved before Outage work commences as per Employer's requirements,*
- Planned Outages Scope of work to be issued to Contractor from the Employer in advance.*
- All QCPs to be signed off before payment will take place.*
- QCPs are a live document and an audit may be required at any time and will be made available as and when required.*
- Each task shall be inspected by the relevant services contractor or outage co-ordinator or his delegation prior the start of the next level or activity.*
- 5 Year Outage Plan to be provided by the Service Manager on an "as-and-when" required basis, the plan might change from time to time.*

9.3. 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ASME	American Society of Mechanical Engineers
GO	General Outage
ISO	International Organization for Standardization

LDE	Lead Discipline Engineer
NCR	Non Conformance Report
OEM	Original Equipment Manufacturer
PEIC	Production Engineering Integration Coal
PAH	Primary Air Heater
PF	Pulverise Fuel
PS	Power station
RT&D	Research testing and development
SAT	Site acceptance test
CONT	Contractor

10. 2. Management strategy and start up.

10.1. The *Contractor's* plan for the *service*

2.1 Flexibility with the start date of the Outage

1. *Service Manager* will indicate flexibility with respect to the Outage start date would be on the task order
2. *Service Manager* will Indicate what may cause outage movements
3. If there is a movement of the outage the *Service Manager* will communicate in writing with the correct duration.
4. New task orders to be issue by the *Service Manager* with each outage with specified revised outage start date as soon as the start date is available.

2.1.1 Program

The *Contractor* submits a program in MS Project / Primavera format (program must be within the Outage duration)

The program includes:

- a) Activities
- b) Durations in hours
- c) Predecessors
- d) Successors
- e) Total float
- f) No constraints (linking to be done properly)
- g) Number of resources
- h) No unnecessary calendars(remove all)
- i) No empty lines on the plan

10.2. 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Outage partners feedback meeting	Daily during outage at 10:00 am	Outage boardroom/ MS Team	<i>Employer, Contractor</i>
Outage safety meeting	Weekly on __Thursday__ at __13:00__pm	Outage Boardroom/ MS Team	<i>Employer, Contractor and _Safety Officers__</i>
Kick off Meeting	Before commencement of Outage	Outage Boardroom/ MS Team	<i>Employer, Contractor</i>
Work stoppages	"As-and-when required"	Outage Boardroom/ MS Team	<i>Employer, Contractor</i>

- a) *The Contractor's site manager is to attend a daily Planned Outage or Unplanned Outages meetings at the time and in the venue specified by the Employer.*
- b) *The Contractor is to attend other planning meetings as specified by the Employer during the Planned Outage meetings.*
- c) 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.
- d) 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.

10.3. 2.3 Contractor's management, supervision and key people

The *Contractor* will be required to appoint qualified\ competent personnel to perform certain tasks to mitigate injuries and\or hazards.

10.4.2.4 Documentation control

- All communications will be in English
- Written communication will have company's logo and signed by the *Contractor*.
- All communication must be documented and kept safely
- Tasks Order
- Non-conformance forms (NCR)
- Early warning forms
- Eskom meeting forms
- Termination certificate
- Payment certificate
- Assessment certificate
- Purchase Order (PO)
- Acceptance of scope of work forms.
- Acceptance of QCPs forms.
- Hand- over of plant forms.
- Close out forms

- Customer Satisfaction Survey Forms (KPI's ratings)

2.5 Constraints on how the *Contractor* Provides the Works

- (1) The *Contractor* shall maintain a high standard of workmanship expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- (2) The *Contractor* must comply with ISO9001.2015 and be able to conduct reverse engineering on the valves (e.g. manufacturing of body seats if they are beyond repair).
- (3) The *Contractor* must fetch the valves from site within 24-hours after confirmation by the *Employer's Representative*.
- (4) In terms of pressure testing 24-hour notice must be given to the *Service Manager* to allow the said *Representative* to be present during the testing. However, the *Service Manager* in emergency situations may waive this condition.
- (5) All valves must be returned to site within 24-hours after completion of the pressure test inspections.
- (6) The *Contractor* is responsible for all third party contractors.
- (7) The *Contractor* shall comply to the **Control of Plant Construction Repair and Maintenance Welding Activities (standard 36-775)**.

10.5. 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

Procedure for invoice submissions and payment: All invoices to be submitted electronically with payment instruction: invoiceseskomlocal@eskom.co.za

2.7 Work and Items supplied by the Contractor**2.7.1 Documentation applicable**

- a) QCP documents to be submitted by the *Contractor* and approved before any work commences as per client requirements , two days upon receiving cut out valves
- b) All QCPs to be signed off and delivered with each valve.
- c) All refurbished valves, when returned to the *Service Manager*, must be accompanied by copies of the Quality Control package including certificates of all: N.D.T. carried out and a copy of the qualification of the personnel that performed the work (Eskom approved), material certificate, pressure test certificate and a copy of the calibration certificate of the pressure gauge that was used to perform said test. All certificates to be signed in relevant areas and counter signed by registered AIA. Adherence to the following Eskom Standard to be followed at all time:
 - Eskom Standard 36 – 775, Control of Plant Construction Repair and Maintenance Weld Activities
 - Eskom Standard 36 – 504, Welding of High Pressure Temperature Tube and Pipework
 - Eskom Standard 36 – 505, Personnel and Entities Performing Welding Related Special Processes on Eskom Plant.
- d) QCP is a live document and an audit may be required at any time and will be made available “as-and-when” required.

2.7.2 Submission of Reports

- a) The format of all reports is to be agreed with *Service Manager* prior to submission.
- b) The *Contractor* shall produce a final report for each valve when delivering upon there of completion of the whole of the works.
- c) The report shall be hand delivered to the *Service Manager*.

10.6. 2.8 Things provided at the end of the service period for the Employer's use

Not Applicable

10.7. 2.9 Management of work done by Task Order

1. Task Orders are issued per outage one month prior to the start of an outage and at any time during the outage.
2. The Task Order includes the scope of work for the specific outage.
3. A Task Order is the instruction to commence work.
4. No work shall commence until a Task Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
5. All work will be issued on a Task Order system. The Work Order, Purchase Requisition and Purchase Order will be created via the SAP PM system.
6. Task Orders are issued for all activities. Assessment of work will be conducted after work complete. Proof for assessments to be supplied to the *Service Manager*.

11. 3. Health and safety, the environment and quality assurance**3.1 Health and safety risk management**

Contractor to comply with the latest version of Occupational Health and Safety Act No. 85 of 1993, other applicable legislation, Eskom Health and Safety policy, and other applicable procedures, specifications and guidelines including the provided project SHE specification.

11.1. 3.2 Environmental constraints and management

Contractor to comply with all Environmental Procedures, Standards and Policies as per the scope of work.

11.2. 3.3 Quality assurance requirements

Quality management should be in line with the requirements of ISO 9001:2008 and will be managed according to QM58 supplier Contract Quality requirements specifications. The suppliers shall comply with category 2 of QM 58 and submit:

12. 4. Procurement**12.1.1. 4.2 Plant & Materials provided “free issue” by the *Employer***

Item	
The <i>Employer's Representative</i> will arrange the induction	Before commencement of the project
Material	As and when required
Tap water, Electricity and Ablution facilities	As and when required

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

The Entry to site is only approved once the following is adhered to:

- a) The Contractors Safety file is to be approved by the Employer's Safety department.
- b) All personnel must undergo Security screening for Criminal records and outstanding warrants

12.2. 5.1 Records of *Contractor's* Equipment

N/A

12.3. 5.2 Equipment provided by the *Employer*

N/A

12.4. 5.3 Site services and facilities**12.4.1. Provided by the *Employer***

- a) Toilets around the power station
- b) Water points, where available.
- c) Compressed air (Service air), where available.
- d) Area for site establishment.

12.5. 5.4 Tests and inspections**12.5.1. Description of tests and inspections**

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

6. List of drawings

12.6. 6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

6.2 Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	01 March 2009	
Environmental requirements		
Site regulations and access control		
Employer's Quality Requirements		
<u>Technical specifications:</u>		
Control of Plant Construction, Repair and Maintenance Welding Activities (standard 36-775)	10 February 2012	

Appendix B: X20 Key Performance Indicator

KPA	KPI	Measurement	Source	Weight	Floor	Kick-in	Target	Stretch	Ceiling
Delivery of maintenance work	Planned quality work.								
	backlog size by work order								
Quality of maintenance work	Recording the number of reworks								
	inspections and rejecting criteria during manual operation of the equipment								
Risk of operating equipment	How many times have equipment been improved based on work order completion								
Maintenance resource usage	Measure how work orders are completed to see how efficiently workforce is addressed								
	Are work order completed within average of planned job duration?								
Maintenance cost	Overtime is managed								
	Actual maintenance costs vs budget maintenance cost								
	Separate cost per maintenance strategy during breakdowns opportunity maintenance								

Appendix C: X17 Low Service Damages

Low Service Damage	Value of Low Service	Limit of Low Service Damage
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Description	Damages	
Service delaying the Outage Critical Path agreed schedule (Delaying other Contractor(s) from starting/completing their work)	5 % per total value of the Task orders for the outage per day	Limited to 10% of the total value of the Task Order(s) for the outage
Service delays not finishing as per agreed upon project plan submitted and approved by the <i>Service Manager</i>	2.5% per total value of the Task Order(s) for the outage per day	Limited to 5% of the total value of the Task Order(s) for the outage
Not having authorised personnel (Plant safety regulations) as per the contract conditions	.5% per total value of the Task Order(s) for the outage per day	Limited to 5% of the total value of the Task Order(s) for the outage
Safety statistics	5% per total value of the Task Order(s) for the medical incident and 10% for an LTI	Limited to 10% of the total value of the Task Order(s) for the outage
Using Personnel which are not Qualified/ experienced as per the contract conditions	.5% per total value of the Task Order(s) for the outage per day	Limited to 10% of the total value of the Task Order(s) for the outage

Rev 1 Oct 2009

POSSIBLE ADDITIONAL RISKS IDENTIFIED

Please note that the following are possible additional risks identified during a Risk Assessment session and it does not cover all the risks associated with the work stated in the Works Information.

The identified additional risk/s has/have been addressed in the Works Information.

The following additional possible risks have been identified:

Risk	Description	Clause in Works Information
1		
2		
3		
4		
5		
6		
7		

ACTION TO BE TAKEN BEFORE ANY WORK MAY BE DONE

It is a requirement that a **Risk Assessment MUST** be done before an activity may be done.

Kendal Power Station Specific Constraints
Rev 11 August 2018
Index

1. The Contracting Party notes and complies with the following
2. Security Arrangements
3. Health and Safety
 - 3.1 Plant Safety Regulations
 - 3.2 Fire Precautions
 - 3.3 Reporting of accidents
 - 3.4 Speed limit
 - 3.5 Health and Safety Arrangements and requirements for the Health & Safety File
 - 3.6 Vehicle and driver safety
 - 3.7 Eskom Life Saving Rules
 - 3.8 Thermal and Flash Suits – Personal Protective (if applicable)
 - 3.9 Generation Plant safety regulations 32-681 - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor - Rev 0 - May 2008
 - 3.10 Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations)
 - 3.11 Barricading / Screens and Scaffolding
 - 3.12 Asbestos (If applicable)
4. Construction, Erection and Maintenance work on site
5. Use of Eskom Holdings SOC Limited's Tools and Equipment
6. Plant Identification Labels
7. Quality Requirements
8. Waste Disposal
9. Hazardous substances
10. Environmental requirements
11. Contracting Party terms and conditions of employment
12. Rigging, working at elevated places and with mobile equipment
13. Accommodation
14. Messing Facilities
15. Medical Facilities
16. Scrap Removal
17. Irregularities
18. Abuse of alcohol and/or intoxicating substances
19. Assessment and invoicing
20. Cost Price Adjustment (CPA) implementation
21. Invoice price versus order price
22. Labour

Legend for the contract persons under the NEC Family of Contracts:

Form of NEC Contract	Eskom Holdings Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
ECC3 – The Engineering and Construction Contract	The <i>Employer</i>	The <i>Project Manager</i>	The <i>Contractor</i>	
ECSC3 – The Engineering and Construction Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		
TSC3 – The Term Service Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		✓
TSSC3 – The Term Service Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>	The <i>Contractor</i>	
PSC3 – The Professional Services Contract	The <i>Employer</i>	The <i>Employer's Agent</i>	The <i>Consultant</i>	

Legend for the contract persons under the Eskom Holdings SOC Limited Contracts:

Form of Eskom Holdings SOC Limited Contract	Eskom Holdings SOC Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
Eskom's Standard Condition of Tendering	The <i>Purchaser</i>	The <i>End user</i>	The <i>Supplier</i>	
SC3 – The Supply Contract	The <i>Purchaser</i>	The <i>Purchaser's Representative</i>	The <i>Supplier</i>	

1. The Contracting Party notes and complies with the following:

- a) Eskom Holdings Limited reserves the right to have any of the Contracting Party's personnel removed from site without cancelling the contract if, in Eskom Holdings SOC Limited's opinion, it is warranted.
- b) Eskom Holdings SOC Limited reserves the right to request disciplinary/corrective action if, and when, required.
- c) The Contracting Party operates under the direction and instructions of the Kendal Power Station Manager or such person/s as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- d) The Contracting Party maintains a high standard of workmanship expected by Eskom Holdings SOC Limited and complies with any quality assurance and quality procedures implemented by Eskom SOC Holdings Limited.
- e) The Contracting Party provides all overalls for his staff with clearly identifying motifs.
- f) The Contracting Party provides the necessary supervision to ensure that activities are conducted safely.

2. Security Arrangements:

- a) The Contracting Party applies for a photo permit (if on site for longer than two- (2) months) at Protective Services at the Kendal Power Station main security gate, prior to the start of any work on site.
- b) All Contracting Party's personnel are issued with a temporary access permit if not on site for at least two- (2) months which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contracting Party supplies a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Kendal Power Station Security Area. This list is hand delivered to Protective Services, or can be faxed to (013) 647-9100. The list, identified with the Contracting Party's name, contains the following information:
 - Employee name
 - Employee ID Number
 - Signature of the contract person representing Eskom Holdings SOC Limited
 - Copy of the first page of the ID book of every employee of the Contracting Party
- d) The list of details is completed on the special form attached to the Contractor's Safety Manual, available on request from the contract person representing Eskom Holdings SOC Limited.
- e) The Contracting Party's personnel are required to be in possession of their Contractor's Permits at all times.
- f) All Contractor Permits are submitted to Protective Services when the relevant personnel leave the site after completion of the work.
- g) Lost permits are paid for by the Contracting Party to Protective Services at a cost of R200,00 per lost permit.
- h) The Contracting Party's visitors and all personnel conform at all times, to the security arrangements in force at the time. Application forms for visitors are filled in by the Contracting Party's Site Manager and approved by the contract person representing Eskom Holdings SOC Limited, one- (1) day before the visit and submitted to the Protective Services office. Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the Contracting Party'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 Protective Services, constitutes a security risk.
- j) No unauthorised vehicles are allowed on site. Only the Contracting Party's vehicles with displayed Contract Vehicle Permit disks are allowed on site. Contract Vehicle Permit applications are directed to the contract person representing Eskom Holdings SOC Limited.
- k) The Contracting Party is restricted to the areas associated with his place of work. The Contracting Party is forbidden to enter any other areas, and ensures that his employees, subcontractors and/or sub consultants abide by these regulations.
- l) Parking inside the Kendal Power Station building is strictly forbidden, except for loading and off-loading purposes.
- m) No recruiting of labour, casual or otherwise, may be done on the Kendal Power Station premises, including the area outside the Kendal Power Station main security gate.

3. Health and Safety:

3.1. Plant Safety Regulations:

- a) Eskom Holdings SOC Limited, on request from the Contracting Party, isolates required plant from all sources of danger as described in the Plant Safety Regulations
- b) Eskom Holdings SOC Limited, on request from the Contracting Party, makes available a copy of the latest revision of the Plant Safety Regulations to the Contracting Party.
- c) The Contracting Party conforms to all rules and regulations applicable to Plant Safety and completes the Workman's Register prior to working on the plant.

3.2. Fire Precautions:

- a) Any tampering with Eskom Holdings SOC Limited's fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards are kept free of obstruction and are used for work or storage at any time. Fire fighting equipment remains accessible at all times.
- c) In case of fire, report the location and extent of the fire to the Kendal Power Station Electrical Operating Desk at 6795/6/7.
- d) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

3.3. Reporting of accidents:

Eskom Holdings SOC Limited follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contracting Party is expected to co-operate fully to achieve this objective. The Contractor shall notify the client of any incident occurring during the contract period preferable immediately/ before end of the shift and therefore submit the notification of the incident by means of flash report within 24 hours.

NOTE: This report does not relieve the Contracting Party of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act and Eskom incident management procedure 32-95.

3.4. Speed limit:

All vehicles are driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour is adhered to on the Kendal Power Station premises at all times.

3.5. Health and Safety Arrangements:

- a) The Contracting Party ensures that all his personnel attend a Health and Safety Induction Course prior to starting with the work. A SHEQ induction session is provided by Eskom Holdings SOC Limited and is valid for the duration of one- (1) year.
- b) The Contracting Party complies with the guidelines set out in the provided SHE specification. The Contracting Party shall submit a health and safety file to the client for evaluation and approval by the Safety Risk Department before taking access of the areas associated with his place of work.
- c) Kendal Power Station Safety Risk Management reserves the right and authority to visit and inspect the Contracting Party's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The contract person representing Eskom Holdings SOC Limited may instruct the Contracting Party to stop work, without penalty to Eskom Holdings Limited, where the Contracting Party's personnel fail to conform to safety standards or contravene health and safety regulations. The contract person representing Eskom Holdings SOC Limited may cause the Contracting Party to discipline his employees and to submit a disciplinary action report to Eskom Holdings SOC Limited. The Contracting Party implements additional health and safety precautions where necessary.
- e) The following Health & Safety requirements are also complied with:
 - i) The Contracting Party's proof of registration with the Compensation Commissioner and assessment of payment is verified.
 - ii) The Contracting Party demonstrates that all of his/her employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
 - iii) The Contracting Party shall ensure that all employees performing work under his management have been trained and are competent to perform any work allocated to them.
 - iv) The Contracting Party demonstrates to Eskom Holdings SOC Limited that he/she is capable of providing adequate free issue (preferably SABS approved) Personal Protective Equipment (P.P.E.) for use by his employees.

- v) The Contracting Party obtains an Eskom OHS Act section 37(2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.
- vi) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are.
- vii) Noisy equipment and tools - no equipment or tools > 105dB (A) are supplied or used by the Contracting Party.
- viii) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are. Proof is provided to Eskom Holdings SOC Limited that the sub-contractor/s has the necessary competence and resources to carry out the work safely and to ensure that the obligation of care to the environment is exercised.
- ix) The Contracting Party complies with medical examination processes.

3.6. Vehicle and driver safety

All drivers, passengers and pedestrians must obey all vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

Transportation of passengers

- a) The contracting party shall comply with requirements National Road Traffic Act an OHSA act.
- b) All motor vehicles driven / operated by contractors within the contract shall, in all respects, comply with the National Road Traffic Act.
- c) Eskom does not approve the conveying of passengers in the back of vehicles designed to carry equipment/loads (any truck/trailer), irrespective of whether crew cabs are fitted and seating with four-point seat belts is fitted. Eskom procedure 240-62946386.

3.7. Eskom Life Saving Rules:

- a) Five Life Saving Rules have been developed that will apply to all Eskom Holdings SOC Limited employees, agents, consultants and contractors.
- b) Due to the importance to save life's and apparatus of Eskom it is recommended that if a contractor abuse any Life saving rules, the affected work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be disciplined together. There are five life saving rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life saving Rules are as follows:

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises unless the driver and all passengers are wearing seat belts.

Eskom takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in any vehicle on Eskom Business and/or on Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs or alcohol).
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

3.8. Thermal and Flash Suits – Personal Protective Equipment (If applicable)

The following Health & Safety requirements are also complied with:

a) Policy:

Generation Policy GGP 36-941 Rev 0 – “SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF” was issued in February 2008, and all Generation BU's are to comply with it.

b) Standard:

Standard GGS 36-941 Rev 0 - “SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF” was issued in February 2008, and sets out the requirements to ensure safety with this plant.

c) Procedure:

A proper Procedure is required at each Station to ensure that all involved and affected staff are fully aware of the dangers attached to MV and LV Switchgear, and the approved methods of managing the risks involved.

For externally mounted Switchgear, GGS 36-942 prescribes the following standard Flash Protection Boundaries:

FLASH PROTECTION BOUNDARY	
VOLTAGE (VOLTS)	DISTANCE (METERS)
50 TO 750	0.9
750 TO 1,000	1.2
1,000 TO 11,000	4.8

3.9. Plant Safety Regulations - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor (36-681)

The OHSA states that anyone entering Eskom Holdings SOC Limited's premises must adhere to its set of regulations, i.e. Plant Safety Regulations, as Eskom Holdings SOC Limited is responsible for the Contractor's safety while they are on Eskom Holdings SOC Limited's sites.

It is required that all Contractors must appoint a Responsible Person or an Authorised Supervisor to supervise work done by the Contracting Party.

An Appointed Person can be appointed by the Contracting Party to do isolations if required.

3.9.1. Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor

The Contracting Party will identify a person who will represent him as a Responsible Person, Appointed Person and/or an Authorised Supervisor. The Contracting Party may send more than one person for training.

The appointed person/s will be trained by Eskom Holdings SOC Limited. There are two Formal sets of training, i.e. Theoretical Training and Practical Training

3.9.2. Training

i) Practical training

The Contracting Party will send a representative for training to become a Responsible Person, an Appointed Person and/or an Authorised Supervisor to be instructed in the Practical aspects of the plant, Isolations, Plant Identification, Plant systems etc.

ii) Theoretical training

During his practical training period, the representative of the Contracting Party must attend a theoretical course of 5 days for a Responsible Person and 2.5 days for an Authorised Supervisor. From the time that the person has written the Exam for the theoretical test to the time that he must appear before the Authorisation Committee is three months.

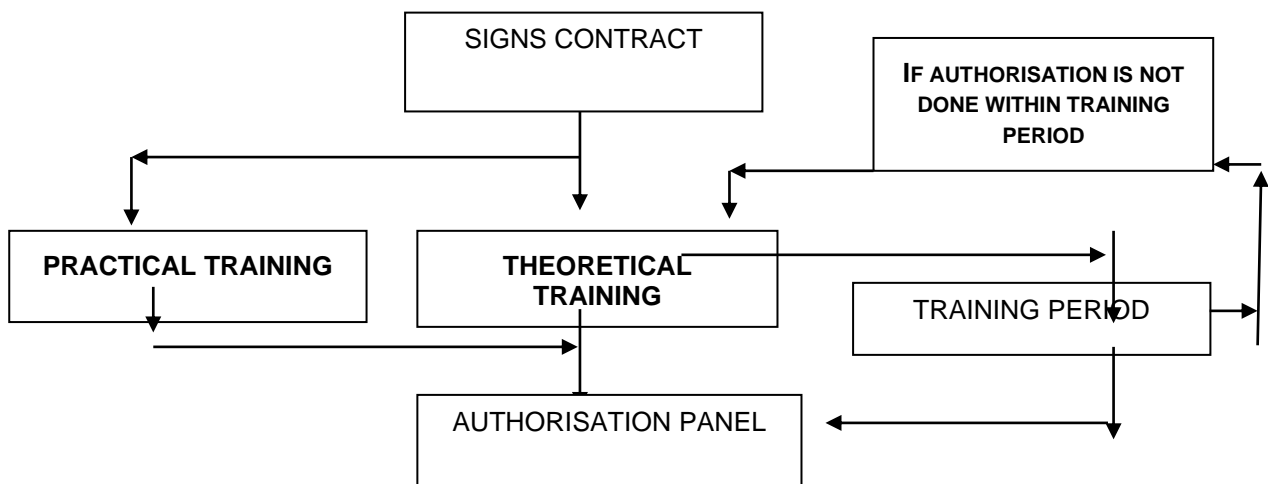
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

The duration and cost for Practical and Theoretical training, as a package, will be determined by Ms Matshego Koto (Legislation Instructor – Kendal Power Station).

He can be contacted at +27 13 647 6999, to arrange for training.

The costs will be handled as a compensation event.

3.9.3. Training process



3.9.3.1 Costs related to training

The Contracting Party will be responsible for all costs related to the training. The costs must be shown separately in the price list.

3.9.3.2 Accreditation and validity period and area

A certificate will be issued to the Responsible Person, an Appointed Person and/or an Authorised Supervisor which will be valid for 2 years and it will only be applicable to Kendal Power Station.

If a person who is authorised moves from one Contracting Party to another, his/her authorisation automatically lapses.

3.9.3.3 Contact Person - Kendal Power Station

Ms Matshego Koto (Legislative Instructor - Kendal Power Station) is the custodian at Kendal Power Station for the above training and accreditation and he can be contacted at Tel +27 13 647 6999.

No work will be done at Kendal Power Station by the Contracting Party if she did not appoint an accredited Responsible Person for Kendal Power Station.

3.10. Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations):

Eskom Holdings SOC Limited employs many contractors to work not only on new installations but to a greater extent on existing plant and networks and the contractors are therefore required to comply with Eskom Holdings SOC Limited's relevant regulations.

To enable contractor's staff to be authorized as responsible persons or other authorizations in terms of the ORHVS, PSR, and Directive ESKADAAU4 there has been much speculation as to what the requirements are in terms of the OHS act.

In order to clarify these issues, many discussions with our Legal department and consulting advocates had taken place and the following are minimum requirements to ensure that reasonable steps are taken.

1. It is absolutely necessary at the outset to stipulate in the tender documents what the requirements are in terms of the ORHVS and PSR. These requirements must include (inter alia):
 - Competencies required of the contractor or their employees.
 - What knowledge of the ORHVS and PSR parts thereof, is required by the relevant persons.
 - The scope of the contractor's responsibilities in terms of any authorizations.
 - What the contractor will be required to satisfy with respect to the requirements of the OHS Act.
2. Contracts shall include:
 - In terms of Section 37(2) of the OHS Act an agreement to ensure compliance by the mandatory with the provisions of the Act. It is not possible to quote a single standard that will cater for all contracts, each contract shall be handled on a case by case basis.
 - The above-mentioned requirements that were requested in the call for Tender.
 - The contractor's person designated in terms of Section 16 of the Act. The contractor shall also declare in writing their employees competent in terms of the relevant requirements.
3. Once a contract is awarded, the Eskom Holdings SOC Limited person designated in terms of the General Machinery Regulation 2, shall ensure the following before work in terms of the ORHVS and PSR is done.
 - The contractor or their employees shall be evaluated against the scope of authorization.
 - The Eskom Holdings SOC Limited regulations applicable to the scope of the work to be done shall be handed to the contractor. Depending on the nature of the contract it may be beneficial for the contractors person/s requiring authorization to attend the relevant formal regulation course.
 - With regard to the actual authorization the contractor shall declare in writing their Section 16 appointee competent and define the extent of his responsibility. The Eskom Holdings SOC Limited GMR2 appointee shall approve the acceptability of the contractor's Responsible Person (Section 16 appointee) or shall authorize any other duties in terms of the ORHVS and PSR
 - All authorizations shall be for specific contracts and limited to a specific time frame.
 - Notwithstanding the Section 37(2) agreement that was concluded between Eskom Holdings SOC Limited and the contractor, Eskom Holdings SOC Limited is not absolved from a "Duty of Care" requirement over the "mandatory". This implies that for example, when contractors are working on, or in close proximity to Eskom Holdings SOC Limited's live apparatus they shall be supervised to the extent of what would be considered reasonable.

3.11. Barricading / Screens and Scaffolding:

The Contracting Party provides and installs barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas. Eskom Holdings SOC Limited supplies scaffolding. Arrangements of such is made at least one- (1) week in advance by the Contracting Party. (Tampering of any approved scaffold is not allowed for any adjustments – The contract person representing Eskom Holdings SOC Limited is notified for any adjustments.

3.12. Asbestos (if applicable):

- a) All stripping of asbestos material shall be undertaken strictly in accordance with the Kendal Power Station management of asbestos and asbestos containing material work *1018298 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.
- b) The contract person representing Eskom Holdings SOC Limited advises the Contracting Party whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contracting Party is not sure whether lagging contains asbestos, he is to notify Safety Risk Management who will identify whether the lagging contains asbestos.
- c) The Contracting Party shall be obliged to ascertain from the contract person representing Eskom Holdings SOC Limited in advance whether areas required to be stripped are non-asbestos. Any contractor, other than the contractor appointed to remove asbestos shall strip lagging material containing asbestos fibres.
- d) The contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

4. Construction/ Erection/ Maintenance work on site:

- a) The Contracting Party is responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- b) The Contracting Party is responsible for the safeguarding, care and security of all items whilst in the Contracting Party's custody and control, until completion of the work.
- c) The Contracting Party is responsible for all craneage and equipment that is required to complete the work.
- d) The Contracting Party is responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The Contracting Party is responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by Eskom Holdings SOC Limited, which are damaged and/or lost while in the Contracting Party's custody and control.
- f) The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

5. Use of Eskom Holdings SOC Limited's Tools and Equipment:

- a) For the purpose of expediting the work, Eskom Holdings SOC Limited may make facilities and services available to the Contracting Party at no cost to the Contracting Party. The Contracting Party will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) Eskom Holdings SOC Limited may allow the Contracting Party, for the execution of the work, the reasonable use of its workshop, cranes, tools and equipment, provided that the Eskom Holdings SOC Limited's own work and business are not interfered with in any manner by such use. The Contracting Party shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the Contracting Party, his employees or sub-contractor while using such workshop, cranes, tools and equipment.

- c) The Contracting Party is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by Eskom Holdings Limited which are damaged and/or lost whilst in the Contracting Party's custody and control.
- d) The Contracting Party ensures that any one of his employees or subcontractor, operating hoist equipment belonging to Eskom Holdings SOC Limited, is authorised by the Contracting Party.

6. Plant Identification Labels:

The Contracting Party replaces or repairs all plant identification labels that are removed or damaged during the execution of the work.

7. Quality Requirements:

- a) Quality requirements for Engineering and Construction Works QM 58 is adhered to. This document is available on request, from the contract person representing Eskom Holdings SOC Limited.

8. Waste Disposal:

All waste introduced to and/or produced on Eskom Holdings SOC Limited's premises by the Contracting Party for this contract, is 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: ISBN0621-16296-5.

9. Hazardous substances:

If any products used by the Contracting Party are classified as a hazardous substance, Material safety data sheet, must accompany delivery in accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and Hazardous chemical substance regulations. If any hazard is identified by the Contracting Party, he immediately informs the contract person representing Eskom Holdings SOC Limited.

The Contracting Party must make sure that hazardous waste is not dumped in improper areas at the Station, it should be handled according to the above Act. The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

10. Environmental Requirements:

The Contracting Party ensures that the following environmental requirements are complied with at all times:

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.
- Non-Conformance, corrective and preventive Action *1017357.
- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

11. Contracting Party terms and conditions of employment:

The terms and conditions of employment of the Contracting Party is made available to the contract person representing Eskom Holdings SOC Limited before any work commences.

12. Rigging, working at elevated places and with mobile equipment (if applicable):

The Contracting Party ensures that:

- a) all the necessary resources (people, materials and tools, etc) are available.
- b) all his employees who are appointed in terms of the OHS Act are trained and made aware of their legal liabilities (16(2)'s, etc).
- c) all supervisors and drivers are trained in the HIRA technique of risk assessment.
- d) where applicable, special tools/auxiliary equipment such as tractors, trailers, cranes and any mobile equipment are inspected and declared fit and roadworthy for the task at hand.
- e) adequate Risk Assessments are conducted in advance to identify all the anticipated hazards associated with the task/activity. Special attention is given to rigging, working at elevated places and with mobile equipment.
- f) pre-job briefs are conducted before commencement of the planned activities. The detail of the task and the details of the anticipated hazards are explained and mitigation measures are understood by all.
- g) during the task execution regular job observations by the incumbent supervisor takes place, especially where high risks had been anticipated.
- h) for each task/activity the relevant Procedure/Works Instruction is current and approved.

13. Accommodation:

Eskom Holdings SOC Limited does not supply accommodation. The Contracting Party provides accommodation for his employees and the cost for this is deemed to be included in the contract prices.

14. Messing Facilities:

Eskom Holdings SOC Limited does not provide meals. The Contracting Party provides meals for his employees and the cost for this is deemed to be included in the contract prices. However, the Contracting Party can make use of the Tuck-shop on site.

15. Medical Facilities:

Eskom Kendal Power Station Medical Centre and Ambulance assistant facilities are available for incidents occurring within Kendal Power Station Boundaries.

Eskom Kendal Power Station Medical Centre is entitled however to recover the reasonable costs incurred in respect thereof from the Contracting Party.

After-hours all incident must be reported to Kendal Power Station Electrical Operating desk 013 647 6795, Internal Pax 7911.

16. Scrap Removal:

Scrap bins are provided at set points. These are for scrap metal only and not for cement or any other form of debris. The Contracting Party takes cognizance of the fact that scrap metal and rubber are stored in two different locations.

17. Irregularities:

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", the Contracting Party is encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

1. You may direct any concerns or process related queries, in writing, to the Kendal Power Station Manager.
2. Kindly include the following information with your concerns:
 - 2.1: Enquiry or Purchase orders number (if available).
 - 2.2: Date of enquiry or purchase order.

- 2.3: Name of person or buyer.
3. Contact details of the Kendal Power Station Manager is as follows:
 Kendal Power Station
 The General Manager Acting
 Mr Solly Ngcashi
 Private Bag X7272
 Witbank
 1035 Mpumalanga
 Fax: 013 647 9115
4. Alternatively, to disclose any concerns or process related queries you may contact:
Eskom's Corporate Investigations and Security
 Phone toll free: 0800 11 27 22
 Speak to a person: (011) 800 4444
 Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances:

Eskom Kendal Power Station will test the Contracting Party's employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. The Contracting Party informs his employees that such behaviour is in contravention of the Occupational Health and Safety Act and Eskom Life Saving Rules Procedure (Rule 4 :Be Sober). The Contracting Party shall enforce compliance to these rules and implement disciplinary measures where the rules are contravened. Should such behaviour persist, Eskom Holdings SOC Limited reserves the right to review this contract. The Contracting Party's co-operation in this regard is paramount.

19. Assessment and Invoicing:

To enable payment, the Contracting Party ensures conformance to the following:

- An official 4500..... Order Number is available BEFORE commencing work.
- An assessment is jointly completed by the contract person representing Eskom Holdings Limited and the Contracting Party and that they are in agreement on at least the following:
 - * Completed scope
 - * Completed quantity
 - * Value of work completed
- Preparation of an invoice in accordance with the assessment and deliver it directly to the Accounts Payable Department at the Commercial Building, Kendal Power Station.
- A copy of the invoice is forwarded to the contract person representing Eskom Holdings SOC Limited.

Invoices - Value-Added Tax Act No 89 of 1991 (the VAT Act)

A valid invoice is an invoice that corresponds per line to the applicable valid order, complies with all tax law requirements and is addressed to Eskom Holdings SOC Limited for attention, Kendal Power Station.

Particulars to be included on the Contracting Party's Tax Invoice:

Contract number and/or Order number

The word "TAX INVOICE" in a prominent place (preferably at the top of the page)

An individual serial number (tax invoice number)

Name, address and VAT registration number of the Contracting Party *

Name, address and VAT registration number of Eskom Holdings SOC Limited *

(Eskom Holdings SOC Ltd, Kendal Power Station - VAT No 4740101508)

Date of issue of Tax Invoice

A full and proper description of goods delivered and/or service/s rendered

Quantity or volume of goods or services supplied *

Where the supply is subject to VAT at the standard rate, the following in Rand:

- The value, VAT amount and consideration OR
- The total consideration with a statement that VAT is included @ 15% OR
- The total consideration and the amount of VAT charged

Address where service was rendered
Value and VAT amount
Task Order number
Discounts

- * These two requirements do not apply where the consideration (VAT inclusive amount) is less than R3 000,00.

Scanned tax invoices sent by e-mail are not acceptable to Eskom Holdings SOC Limited- only original tax invoices are considered for payment.

Address where invoices are to be forwarded

invoiceseskomlocal@eskom.co.za

20. Cost Price Adjustment (CPA) implementation

If CPA is applicable, the contract person representing Eskom Holdings SOC Limited and the Contracting Party confirms the increase/decrease with the buyer BEFORE the revised prices are stated on the Invoice.

21. Invoice price versus order price:

It is important that the value stated on the Invoice corresponds with the Order. If the Invoice value is different to the Order value payment is likely to be delayed. The Contracting Party confirms that there are no discrepancies on the Invoice to ensure timely payment in accordance with the contractual terms of payment. Any discrepancies are resolved by the Contracting Party with the Buyer BEFORE it is submitted for payment.

22. Labour:

All labour laws must be adhered to.