



## NEC3 Term Service Contract (TSC3)

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

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

**for PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE**  
**ON DUCTING AND DAMPERS (UNIT 1-10)**

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<b>Contents:</b>	<b>No of pages</b>
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<b>Part C3 Scope of Work</b>	<b>[•]</b>

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**CONTRACT No. [Insert at award stage]**

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## PART C1: AGREEMENTS & CONTRACT DATA

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

## Offer

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

### Title of the Contract:

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

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	<b>R</b>
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(in words) [●]	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer**

\_\_\_\_\_  
*(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.

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_




\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

# C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	 dispute resolution Option and secondary Options	<b>A:</b> Priced contract with price list activity based
		<b>W1:</b> Dispute resolution procedure
		<b>X1:</b> Price adjustment for inflation
		<b>X2:</b> Changes in the law
		<b>X17:</b> Low service damages
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) <sup>2</sup>	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	<b>Tumi Sibanyoni</b>
	Address	<b>Hendrina Power Station</b>
	Tel	<b>013 296 3357</b>
	Fax	<b>N/A</b>

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

	e-mail	<b>SenogeKP@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>N/A</b>
11.2(13)	The <i>service</i> is	<b>PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)</b>
11.2(14)	The following matters will be included in the Risk Register	<b>-As agreed by sites</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>24 hours</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>the Contractor's liability for defects due to his workmanship that are not listed on the defect certificate is limited to: See overall limitation of liability in Option Z</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Within 6 hours or any other period agreed between the parties</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>60 months</b>
<b>4</b>	<b>Testing and defects</b>	<b>Defect date is 52 weeks after completion of each Task Order. The defect correction is 24 hours, or any other period agreed between the parties.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Monthly on the last working day of each month or on completion of task order</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>60 days from the day of receiving the invoice</b>
51.4	The <i>interest rate</i> is	<b>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if</b>

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

6	<b>Compensation events</b>	As per NEC clause 60
	These are additional compensation events:	<p>1 The unforeseen scope that could suffice and result as emergent work which was not covered in the scope will be treated as a compensation event.</p> <p>Re-works due to poor quality controls or workmanships will constitute a compensation event against contractor</p>
7	<b>Use of Equipment Plant and Materials</b>	<ul style="list-style-type: none"> <li>- Cranes will be supplied by the employer; request must be made 24hrs prior to needing the crane.</li> <li>- Compressed air up to 6bar will be provided in the plant (contractors to bring their own moisture trap).</li> <li>- 380 v and 220 V power points are provided in the plant.</li> <li>- Scaffolding will be provided by the employer and must be requested 24hrs in advance</li> </ul>
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li>1. <b>Change of schedule as per outage listing.</b></li> <li>2. <b>Interface with other service providers for access.</b></li> </ol>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)</b>
83.1	The minimum amount of cover for	<b>the amount of the deductibles relevant to the</b>

	insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Based on urgency, impact and criticality of the task and/or as stated in each Task Order or agreed between parties</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>All disputes shall in the first instance be directed at the Service manager and the Contractor site manager on site. If the dispute is not settled it would be referred to the site Senior Management and the <i>Contractor's</i> Main Representatives. Should they be unable to settle the dispute it would be referred to senior management of each organisation. Should they fail to reach an agreement, it will be referred to the person/s selected from the Eskom panel of Adjudicators by the Party intending to refer a dispute to him.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a>)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of</b>

	<p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b></p> <p><b>South Africa</b></p> <p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
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**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation</b>																									
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p><b>[•].</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Proportion</th> <th style="width: 35%;">linked to index for</th> <th style="width: 50%;">Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>1.00</td> <td colspan="2"></td> </tr> </tbody> </table>	Proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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<b>X2</b>	<b>Changes in the law</b>	<b>No Contract Data required for this section of conditions of Contract</b>																								
<b>X17</b>	<b>Low service damages</b>																									
<b>X17.1</b>	<b>The service level table in</b>	<b>STL 1</b>																								
<b>X18</b>	<b>Limitation of liability</b>																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>																								
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<p><b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on</b></p> <p><a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a></p>																								
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• 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)</li> </ul>																								

plus the applicable deductibles in the *Employer's* assets and works / maintenance policies available on <http://www.eskom.co.za/live/content.php?ItemID=9248>

X18.4 The *Contractor's* total liability to the *Employer*, 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 *Contractor's* total liability for the additional excluded matters is not limited.**

**The additional excluded matters are amounts for which the *Contractor* is liable under this contract for**

- Defects due to his design, plan and specification,
- Defects due to manufacture and fabrication outside the Affected Property,
- loss of or damage to property (other than the *Employer's* property, Plant and Materials),
- death of or injury to a person and
- infringement of an intellectual property right.

X18.5 The *end of liability date* is

**12 months after the end of the *service period*.**

<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>24 hours or as agreed between the parties</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z11 always apply.</b>

**Z1 Cession delegation and assignment**

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

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

**Z2 Joint ventures**

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not substantially alter the composition of the joint venture, consortium or

other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

### **Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

### **Z5 Confidentiality**

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

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

**Z9            Notifying compensation events**

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

**Z10           *Employer's* limitation of liability**

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

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

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

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

## Annexure A: Insurance provided by the Employer

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

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

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

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

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

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

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

# C1.2 Contract Data

## Part two - Data provided by the Contractor

### Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</sup> 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	<b>As agreed upon by site (Hendrina Power Station)</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>The Service Information and in each Task Order as applicable</b>
21.1	The plan identified in the Contract Data is contained in:	<b>As stated in each Task Order</b>
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Responsibilities:

Qualifications:

Experience:

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

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

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### The conditions of contract

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

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

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

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

#### Function of the Price List

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

#### Link to the *Contractor's* plan

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

## Preparing the *price list*

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

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

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

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

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

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

## Format of the *price list*

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

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

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

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

# C2.2 the price list

**PRICE LIST**

**GOx2**

PERSONNEL REQUIRED	UNIT	NORMAL TIME		OVERTIME SATURDAY		OVERTIME SUNDAY/HOLIDAYS	
		HOURS	RATE	HOURS	RATE	HOURS	RATE
SITE MANAGER	1	382.5		206		80	
SUPERVISOR	2	382.5		206		80	
PLANNER	1	382.5		206		80	
QUALITY INSPECTOR	1	382.5		206		80	
WELDING SUPERVISOR	1	382.5		206		80	
SAFETY OFFICER	2	382.5		206		80	
HOT WORK MONITOR	5	382.5		206		80	
BOILERMAKER ARTISAN	6	382.5		206		80	
STOREMAN	1	382.5		206		80	
B CLASS WELDER	8	382.5		206		80	
FITTER	6	382.5		206		80	
SEMI-SKILLED	14	382.5		206		80	
LABOURER	16	382.5		206		80	
RIGGER	2	382.5		206		80	
<b>SUBTOTAL</b>							

**NOTE: THIS IS AS AND WHEN REQUIRED AND THE LABOUR IS AGREED WITH THE SERVICE MANAGER**

Rates per hour (all rates exclude VAT)

**MOx3**

PERSONNEL REQUIRED	UNIT	NORMAL TIME		OVERTIME SATURDAY		OVERTIME SUNDAY	
		HOURS	RATE	HOURS	RATE	HOURS	RATE
SITE MANAGER	1	313.75		200		44	
SUPERVISOR	2	313.75		200		44	
PLANNER	1	313.75		200		44	
QUALITY INSPECTOR	1	313.75		200		44	
WELDING SUPERVISOR	1	313.75		200		44	
SAFETY OFFICER	2	313.75		200		44	
HOT WORK MONITOR	5	313.75		200		44	
BOILERMAKER ARTISAN	6	313.75		200		44	
STOREMAN	1	313.75		200		44	
B CLASS WELDER	8	313.75		200		44	
FITTER	6	313.75		200		44	
SEMI-SKILLED	14	313.75		200		44	
LABOURER	16	313.75		200		44	
RIGGER	2	313.75		200		44	
<b>SUBTOTAL</b>							

**NOTE: THIS IS AS AND WHEN REQUIRED AND THE LABOUR IS AGREED WITH THE SERVICE MANAGER**

Rates per hour (all rates exclude VAT)

**(IR & IN & FORCED OUTAGES) X15**

PERSONNEL REQUIRED	UNIT	NORMAL TIME		OVERTIME SATURDAY		OVERTIME SUNDAY	
		HOURS	RATE	HOURS	RATE	HOURS	RATE
SITE MANAGER	1	80		23		11	
SUPERVISOR	2	80		23		11	
PLANNER	1	80		23		11	
QUALITY INSPECTOR	1	80		23		11	
WELDING SUPERVISOR	1	80		23		11	
SAFETY OFFICER	2	80		23		11	
HOT WORK MONITOR	5	80		23		11	
BOILERMAKER ARTISAN	6	80		23		11	
STOREMAN	1	80		23		11	
B CLASS WELDER	8	80		23		11	
FITTER	6	80		23		11	
SEMI-SKILLED	14	80		23		11	
LABOURER	16	80		23		11	
RIGGER	2	80		23		11	
<b>SUBTOTAL</b>							

**NOTE: THIS IS AS AND WHEN REQUIRED AND THE LABOUR IS AGREED WITH THE SERVICE MANAGER**

Rates per hour (all rates exclude VAT)

**PRICE LIST FOR**

Item No.	Activity description	Quantity	UOM	Price
1.	<b>Site establishment</b> Including site offices, site storage, temporary service connections, etc.	once	once	
2.	<b>Health &amp; safety obligations</b>			
2.1	Medical examinations	330	Yearly	
2.2	Police clearance	330	Yearly	
2.3	Safety File	Per outage	each	
2.4	Hard Hat	198	Every two years	
2.5	Ear Plugs	As and when required		
2.6	Variphones	66	As and when required	
2.7	Earmuffs	198	Every two	

			years	
2.8	Goggles	3960	Monthly	
2.9	Overalls	660	Twice yearly	
2.10	Gloves	3960	Monthly	
2.11	Safety Harness	66	Once	
2.12	Gas Monitors	10	As and when required	
2.13	Safety Boots	330	Yearly	
2.14	Dust Masks	79440	Twice daily (During Outages)	
2.15	Respirators	3500	As and when required	
3.	<b>Transport</b> Rate for transportation using a mini-bus	Per km	Monthly X28 (During Outages)	
4.	Site de-establishment	once	once	
	<b>Sub Total</b>			

## C2.2 consumables price list

**PER OUTAGE**

ITEM NR	DESCRIPTION	QUANTITY	UOM	RATE
1	<b>CUTTING DISCS</b>	500	Each	
2	Welding Rods, 2.5mm	400	kg	
3	Welding Rods, 3.15mm	400	kg	
4	Welding Rods, 309L(2.5mm) Stainless steel	10	kg	
5	Welding Rods, 316L (2.5mm) stainless steel	10	kg	
6	Red Silicon	150	Each	
7	Penetrating Spray	100	Each	
8	Bolts & Nuts, M12x45mm	150	kg	
9	Bolts & Nuts, M16x45mm	150	kg	

10	Bolts & Nuts, M16x55mm	150	kg	
11	Rags	50	kg	
12	Grinding Discs	400	Each	
<b>Subtotal X 19 Outages</b>				

**BILL OF MATERIAL**

Item No.	Material description	Quantity	UOM	Price
1.	Economiser expansion bellow	200	m	
2.	ID fan expansion bellow	75	m	
3.	Cross over expansion bellow	75	m	
4.	Rope gasket 12mm thickness	100	m	
5	Rope gasket 16 mm thickness	100	m	
6	Webbing tape	100	m	
<b>Sub Total of the material per Outage x 19</b>				

**Please note:** This material is supplied as per the Outage and is determined by the Service Manager.

## C2.3 the price list

The following is the expected methodology on Overhead resource utilization to minimize costs

NO.	Description/Designation	Expected Hours on Site	Maximum No of Resource	Expected Function
1	Site Manager	Duration of the Outage if not a roaming	1	
2	Supervisor	Duration of Outage	1	
3	Planner	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	Develop and maintain an Outage Schedule as per Eskom Primavera P6 System Standard_240-107271491
4	Quality Inspector	Duration of Outage	1	
5	Welding Supervisor	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
6	Safety Officer	Duration of activity being performed	1 for first 50 Employees	Consider using safety representative

			thereafter require permission from Service Manager to increase	
7	Hot work Monitor	Only for welding and grinding activity and limited to the duration activity	1	
8	Boilermaker Artisan	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
9	Storeman	As stipulated in task menu by contractor for duration of the activity	1	
10	B Class Welder	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
11	Fitter	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
12	Semi-Skilled	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
13	Labourer	As stipulated in task menu by contractor for duration of the activity	As stipulated in task menu by contractor for duration of the activity	
14	Rigger	Only for duration of activity	1	Eskom riggers may not be used by the contractor

**PART 3: SCOPE OF WORK**

**C2.3 the *price list***

Item No.	Activity Description	Unit	Qty	Remaining Outages Qty	Unit Rate	Price
	<b>Flue Gas Ducting and Dampers</b>					
1	Open inspection/access doors	ea	10	160		
2	Replace door packing on all inspection doors	ea	10	160		
3	Inspect all dampers condition	ea	10	160		
4	Repair worn out dampers	ea	10	160		
5	Inspect all dampers sealing frames	ea	10	160		
6	Repair/replace worn out sealing frames	ea	10	160		
7	Inspect all damper shafts for free play and wear	ea	32	512		
8	Inspect all damper bushes for free play and wear	ea	64	1024		
9	Replace worn damper shaft	ea	32	512		
10	Replace worn damper bushes	ea	64	1024		
11	Inspect the ducting	sqm	1828	29248		
12	Repair/replace worn/eroded areas	sqm	1828	29248		
13	From inspection results (Wall thickness), cut and fit window patches on areas	sqm	1828	29248		

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

	below minimum wall thickness as required					
14	Inspect for wear on stiffener beams/stays and protection plates	ea	8	128		
15	Repair worn stiffener beams/stays and protection plates	sqm	10	160		
16	Inspect wear and erosion on turning vanes	ea	16	256		
17	Repair worn/eroded turning vanes	ea	16	256		
18	Inspect O <sub>2</sub> matrix and probes (oxygen sampling system) with shields	ea	2	32		
19	Repair O <sub>2</sub> matrix and probes (oxygen sampling system) with shields	ea	2	32		
20	Remove inner cover plates	ea	8	128		
21	Replace with new cover plates	ea	8	128		
22	Inspect expansion joints, where damaged manufacture new inner cover plates and seal weld cover plates on high flow side only with enough retaining docks and spacing	ea	8	128		
23	Replace expansion joints, where damaged manufacture new inner cover plates and seal weld cover plates on high flow side only with enough retaining docks and spacing	ea	8	128		
24	Install expanded metal on high wear area and fabrication of new vanes	ea	16	256		

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

25	Mechanically stroke dampers to ensure effective operation and sealing (Functional test)	ea	10	160		
26	Close access doors	ea	10	160		
27	Inspect for damaged ducting hangers	ea	16	256		
28	Repair damaged ducting hangers	ea	16	256		
	<b>Air Ducting and Dampers</b>					
29	Open inspection/access doors (1 - 5)	ea	12	84		
	Open inspection/access doors (6 - 10)	ea	32	288		
30	Replace door packing on all inspection doors (1 - 5)	ea	12	84		
	Replace door packing on all inspection doors (6 - 10)	ea	32	288		
31	Inspect all dampers' condition (1 - 5)	ea	20	140		
	Inspect all dampers' condition (6 - 10)	ea	32	288		
32	Repair worn out dampers (1 - 5)	ea	20	140		
	Repair worn out dampers (6 - 10)	ea	32	288		
33	Inspect all dampers' sealing frames (1 - 5)	ea	20	140		
	Inspect all dampers' sealing frames (6 - 10)	ea	32	288		
34	Repair/replace worn out sealing frames (1 - 5)	ea	20	140		
	Repair/replace worn out sealing frames (6 - 10)	ea	32	288		
	Inspect the FD suction screens and clean if found dirty	sqm	8	128		

PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)

35	Inspect (wall thickness)	sqm	1578	25248		
36	When inspections (wall thickness) are done during longer outage durations, cut and fit window patches on areas below minimum wall thickness as required	sqm	1578	25248		
37	Inspect PA fan suction damper seals	ea	Covered in the PA Fans Section			
38	Remove PA fan suction damper cylinders for testing and overhauling	ea				
39	Replace worn or damaged seals	ea				
	Inspect expansion joints and protection plates (1 - 5)	ea	20	140		
	Inspect expansion joints and protection plates (6 - 10)	ea	32	288		
40	Replace/Repair worn expansion joints and protection plates (1 - 5)	ea	20	140		
	Replace/Repair worn expansion joints and protection plates (6 - 10)	ea	32	288		
41	Re-install hot air dampers hydraulic cylinders	ea	Covered in the PA Fans Section			
42	Re-install PA suction damper cylinders	ea				
43	Mechanically stroke dampers to ensure effective operation and sealing (Functional Test) (1 - 5)	ea	20	140		
	Mechanically stroke dampers to ensure effective	ea	32	288		

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

	operation and sealing (Functional Test) (6 - 10)					
44	Close all inspection doors (1 - 5)	ea	12	84		
	Close all inspection doors (6 - 10)	ea	32	288		
45	Inspect and repair damaged ducting hangers	ea	20	320		
	<b>PA Fan Ducting and Dampers</b>					
44	Open inspection/access door (1 - 5)	ea	18	126		
	Open inspection/access door (6 - 10)	ea	24	216		
45	Replace door packing on all inspection doors (1 - 5)	ea	18	126		
	Replace door packing on all inspection doors (6 - 10)	ea	24	216		
46	Inspect all dampers' condition (1 - 5)	ea	12	84		
	Inspect all dampers' condition (6 - 10)	ea	18	162		
47	Repair worn out dampers (1 - 5)	ea	12	84		
	Repair worn out dampers (6 - 10)	ea	18	162		
48	Inspect all dampers' sealing frames (1 - 5)	ea	12	84		
	Inspect all dampers' sealing frames (6 - 10)	ea	18	162		
49	Repair/replace worn sealing frames (1 - 5)	ea	12	84		
	Repair/replace worn sealing frames (6 - 10)	ea	18	162		
50	Inspect (wall thickness)	sqm	1181	18896		
51	When inspections (Wall thickness) are done during	sqm	1181	18896		

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

	longer outage durations, cut and fit window patches on areas below minimum wall thickness as required					
52	Inspect and repair quick closing dampers, stroke and function test dampers for sealing (Unit 6 – 10)	ea	6	54		
53	Repair quick closing dampers, stroke and function test dampers for sealing (Unit 6 – 10)	ea	6	54		
54	Inspect hot and cold tempering air damper seals	ea	12	192		
55	Inspect PA fan suction damper seals	ea	6	96		
56	Remove PA fan suction damper cylinders for testing and overhauling	ea	6	96		
57	Replace worn or damaged seals	ea	6	96		
58	Check orifice plates and tapping points settling	ea	6	96		
59	Inspect tempering air dampers, cut out damaged ones and re-install	ea	6	96		
60	Inspect all damper shafts and bushes for free play and wear (1 - 5)	ea	12	84		
	Inspect all damper shafts and bushes for free play and wear (6 - 10)	ea	18	162		
61	Replace worn damper/bushes (1 - 5)	ea	12	84		
	Replace worn damper/bushes	ea	18	162		

**PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

	(6 - 10)					
62	Repair air leaks on all the seals (1 - 5)	ea	12	84		
	Repair air leaks on all the seals (6 - 10)	ea	18	162		
63	Replace expansion joints	ea	12	192		
64	Re-install hot air damper hydraulic cylinders(1 - 5)	ea	6	42		
65	Re-install PA suction damper cylinders (1 - 5)	ea	6	42		
66	Stroke dampers to insure effective sealing (1 - 5)	ea	12	84		
	Stroke dampers to insure effective sealing (6 - 10)	ea	18	162		
67	Close all inspection doors (1 - 5)	ea	18	126		
	Close all inspection doors (6 - 10)	ea	24	216		
68	Inspect and repair damaged ducting hangers	ea	30	480		

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# C3.1: EMPLOYER'S SERVICE INFORMATION

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## 1 Description of the service

### 1.1 Executive overview

The scope of service in this contract relates to the management, supervision, labour, consumable supply, provision of equipment, administration, warehousing and storage related to **PROVISION OF MAINTENANCE, REPAIRS AND COMPLIMENTARY SERVICE ON DUCTING AND DAMPERS (UNIT 1-10)**

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

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

### 1.2 *Employer's* requirements for the service

The contractor will be expected to perform/carry out the activities stated below on the ducting and dampers, under the instruction of Outage Management and boiler Engineering at Hendrina Power Station and the outputs will be used to measure the performance of the contractor:

#### 1. Descriptions of the works

##### DESCRIPTION OF THE WORKS

THE SUPPLY OF THE FOLLOWING RESOURCES:

- MANAGEMENT
- SUPERVISORY
- LABOUR
- EQUIPMENT
- TOOLS
- STORAGE

AND ANY OTHER ITEMS DEEMED NECESSARY BY THE EMPLOYER FOR THE PROPER EXECUTION OF THE WHOLE OF THE WORKS COVERED BY THIS ENQUIRY OR ARISING THERE FROM INCLUDING LIFTING EQUIPMENT

#### The boundaries of the area involved are as follows

##### Flue gas ducting and dampers

- From the economiser outlet duct to the air heater inlet expansion joint
- From the air heater outlet expansion joint to FFP inlet connection frame. (including connection frame, FFP inlet screens and crossover duct but excluding concrete)
- From FFP outlet connection frame to ID fan inlet flange. (including connection frame but excluding concrete. Including crossover duct)
- From ID fan outlet flange to ID fan discharge damper

##### Air duct and damper

- From FD fan air intake at 170ft level to FD fan inlet flange (including inlet screen)

##### Pulverized Air ducting unit 6-10

- From bottom flange of PA fan A-F suction damper (including expansion joint and damper cylinders)

##### Mills and Feeders unit 6-10

##### Hydrovacs unit 1-10

**The works are**

## Flue gas and dampers

- Open access doors and replace packing
- Inspect casing and repair/replace worn/eroded areas
- Cut and fit patches below minimum thickness where required
- Inspect stiffener and protection plates for wear
- Inspect and repair worn/eroded turning vanes
- Inspect and repair O<sub>2</sub> probes (oxygen sampling system) and shields
- Remove inner cover plates and replace with new cover plate
- Inspect and replace expansion joints where damaged manufacture new inner cover plates and seal weld cover plates on high flow side only
- Install expanded metal on high wear area and fabrication of new vanes
- Close access doors

## Air duct and dampers

- Open inspection door, inspect hot and cold tempering damper seals
- Replace hot and cold air dampers worn/damaged seals
- Inspect PA fan suction damper seals
- Remove PA fan suction damper cylinders for testing and overhauling
- Replace worn or damaged seals
- Check orifice plates and tapping points setting
- Inspect tempering air dampers, cut out damaged ones and re-install
- Inspect all damper shafts and bushes for free play and wear, replace worn damper/bushes
- Repair air leaks on all the seals
- Replace expansion joints
- Re-install hot air dampers hydraulic cylinders
- Re-install PA suction damper cylinders
- Stroke dampers to insure effective sealing
- Close all inspection doors

## PA fan duct (unit 6-10)

- Open inspection doors
- Inspect hot and cold tempering air damper seals
- Inspect PA fan suction damper seals
- Remove PA fan suction damper cylinders for testing and overhauling
- Replace worn or damaged seals
- Check orifice plates and tapping points setting
- Inspect tempering air dampers, cut out damaged ones and re-install
- Inspect all damper shafts and bushes for free play and wear, replace worn damper/bushes
- Repair air leaks on all the seals
- Replace expansion joints
- Re-install hot air dampers hydraulic cylinders
- Re-install PA suction damper cylinders
- Stroke dampers to insure effective sealing
- Close all inspection doors

## Mills (unit 6-10)

- Open inspection doors
- Remove mills' 6.6kv motors (6 off)
- Remove 380v mill gearbox lube oil motors(6 off)
- Inspect mill internally
- Repair mills as per inspection report
- Do all outstanding defects as per SAP notification system

- Clean gearbox lube oil filters
- Replace mills' motors
- Replace 380v mill gearbox lube oil motors
- Close all inspection doors

**Feeders (unit 6-10)**

- Open inspection cover
- Remove 380v feeder motors (6 off)
- Inspect feeders internally and externally
- Repair feeder as per inspection report
- Do all outstanding defects as per SAP notification system
- Inspect and repair feeder coal gates (6 off)
- Remove feeder outlet chute (for tiles repair)
- Repair holed (patched) intermediate bunkers
- Repair bottom part of intermediate bunkers
- Replace feeder outlet chute
- Replace 380v feeder motors (6 off)
- Close all inspection doors

**PF pipes and Raw coal pipes (unit 6-10)**

- Online inspection on all PF pipes
- Online inspection on PF pipes hanger brackets (steel hangers)
- Offload inspection on PF pipes hanger brackets (steel hangers)
- Repair or replace PF pipes found on on-line inspection
- Repair or replace PF pipes found on thickness survey report
- Repair/replace steel hangers on PF pipes
- Remove and inspect Raw coal pipes lining
- Repair or replace worn Raw coal pipes
- Repair and re-pack Johnson coupling (spool pieces)
- Remove intermediate bunker top covers for inspecting chrome-cast lining
- Replace intermediate bunker top covers
- Remove, inspect and repair bunker coal gates

**Dust hopper Hydrovacs**

- Dismantle all hydrovacs and associated supply pipes for cleaning
- Inspect hydrovacs discharge pipes
- Renew damaged discharged pipes
- Inspect hydrovacs nozzles
- Repair butterfly valves
- Renew damaged hydrovacs nozzles
- Repair isolating gate valves

**1.3 Interpretation and terminology**

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AIA	Authorised Inspections Authority
KPI	Key performance Indicators
QCP	Quality Control plan
SM	Services manager
RTS	Return to service

MSDS	Material safety data sheet
------	----------------------------

## 2 Management strategy and start up.

### 2.1 The Contractor’s plan for the service

2.1.1 The Contractor submits a program for acceptance by the Service Manager prior to commencing with the work. The program will be updated on a weekly basis.

2.2.2 The program is in Microsoft Excel or MS Project and shall include the following:

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

2.2.3 The Contractor’s program activities must fit in with the interface activities of other contractors, and must be indicated. These interfaces must include activities such as scaffolding, lagging, electrical and instrumentation work.

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

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

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Wednesday at 10:00	Service Managers Office	Employer, Contractor, Supervisor,
Site (Kick Off) meeting	First working day after official contract is placed at 11:00	Service Managers Office	Employer’s Service Team, Contractor
Early Warning Meetings	As required	Service Managers Office	Engineer, Contractor, Supervisor and Service Manager
Overall contract progress and feedback	Every second Tuesday of the Month at 10:30	Service Managers Office	Employer, Contractor, Supervisor,

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

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

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

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

## 2.4 Provision of bonds and guarantees

N/A

## 2.5 Documentation control

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

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

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

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

## 2.6 Invoicing and payment

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

The Contractor shall address the tax invoice to:

Eskom Holdings SOC Limited  
Hendrina Power Station  
Accounts Payable  
PO Box X 1003  
Pullenshope  
1096

and include on each invoice the following information:

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

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

## 2.7 Contract change management

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

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

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

## 2.9 Insurance provided by the *Employer*

Refer to the TCS3 Core Clause 83.1

## 2.10 Training workshops and technology transfer

The contractor will be required to attend Plant safety regulations refresher course and other courses related to his work.

## 2.11 Design and supply of Equipment

N/A

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

### 2.12.1 Equipment

N/A

### 2.12.2 Information and other things.

N/A

## 2.13 Management of work done by Task Order

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

### 3 Health and safety, the environment and quality assurance

#### 3.1 Health and safety risk management

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

- (a) The *Contractor* works strictly to regularly updated risk assessment.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* barricades the entire perimeter of the site.
- (d) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (e) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (f) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- (g) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (h) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (i) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (j) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (k) The *Contractor* complies with the health and safety requirements contained in Appendix A, B, C and D to this Works Information.
- (l) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *Consultant* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (m) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
  - Injury caused by hand tools
  - High noise level
  - Falling when working at heights
  - Welding which may result in burning
  - Movement of stairs while walking
  - Falling into open trenches while walking
  - Falling objects
  - Dust inhalation
- (n) Any tampering with the *Employer's* fire equipment is strictly forbidden

- (o) All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times
- (p) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555
- (q) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (r) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

### 3.2 Environmental constraints and management

The Contractor ensures that all equipment used in the designs conform to all applicable environmental legislation

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

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

- The Hendrina Power Station Environmental Policy (HSPPPIN005)
- The Environmental Emergency Preparedness Procedure (HSPPIN032)
- The Prevention & Cleaning of Oil Spills Procedure (HSPPON003)
- The Waste Management Procedure (HSPPIN003)
- The Roles and Responsibilities Procedure (HSPPIN028)
- The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the Employer's Representative
- Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative
- All operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract

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

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

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3011 or (013) 296 3910 or (013) 296 3013

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

### **3.3 Quality assurance requirements**

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

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

The Employer carries out random and scheduled inspections on the plant

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

## **4 Procurement**

### **4.1 People**

#### **Minimum requirements of people employed**

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

#### **4.1.2 BBBEE and preferencing scheme**

N/A

**4.2 Plant and Materials**

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

**4.2.1 Specifications**

Employer’s Health And Safety Requirements	
Occupational Health And Safety Act, Number 85 Of 1993	OHS Act 85 Of 1993
Quality inspection plan	
Plant Safety Regulations	OPR 3305
Eskom Hendrina Power station environmental policy	HSPPPIN005
Occupational Hygiene	NWS 1489
Welding criteria	SABS 1067-1984
Accident Prevention Activity Report	NWP 5051
Eskom electrical standard	GGSS0456

**4.2.2 Correction of defects**

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

**4.2.3 Plant & Materials provided “free issue” by the Employer**

- Forklift
- Scaffold
- Electricity
- Crane
- Station air

**5 Working on the Affected Property**

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

Contractor appoints people to attend Employer’s Authorised Supervisor and Responsible Person Course. No work will commence without an accredited Authorised Supervisor and accredited Responsible Person on site. Allow a minimum of 4 weeks for authorisation. The Employer provides training free of charge

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

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

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

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

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

As per the *Employer's* procedure: The Hendrina Power Station Environmental Policy (HSPPPIN005)

## **5.5 Cooperating with and obtaining acceptance of others**

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

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

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

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

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

## **5.8 Site services and facilities**

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

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required.

Power is available at the existing points. The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The Contractors' Electrical Distribution Boards shall comply with OHS&A as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

The Contractors' electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date. The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance. All Contractors' electrical distribution boards are earthed to the steel structure of the plant.

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

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

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

The Contractor to bring whatever deemed necessary to complete the works

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

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

**6 List of drawings**

**6.1 Drawings issued by the Employer**

N/A.

6.2 Technical specifications:

N/A

**7 Risk Table**

**7.1 The following table contains the risks that have been identified for the project. The review will be done on the agreed period or as when required.**

Short Risk Description	Risk Category	Mitigation Plan	Risk Owner
Late delivery of the spares	Management-Planning	Contractor to timeously start the procurement process of the spares and expedite the delivery to site	Project Manager/Contractor
Working without an approved Safety File	External Risk-Safety	Index page of Safety File to be signed by both Project Manager and Safety Officer prior to starting work	Contractor
Access to plant	Management-Planning	Safety file to be approved before personnel can do induction in order to get access to the plant. Permit requirements to be followed as per PRS regulations	Project Manager
Tripping and Falling	External Risk-Safety	Ensure that sufficient lighting to be provided. Good Housekeeping principles to be maintained at all times.	Project Manager/Contractor
Late Completion	Management-Planning	Program to be updated bi-weekly Tues/Thur	Contractor
Non-compliance to scheduled time	Management-Planning	The Contract Manager to ensure that all work scheduled for each day is completed on that specific day as per the agreed program.	Project Manager/Contractor
Unqualified staff	Management	Contractor to ensure that personnel utilised on the project are competent for the different tasks to ensure Quality.	Contractor

Non-compliance to SHE	Management	Contractor to ensure that PPE is worn at all times, and good house - keeping is adhered to at all times. Regular reviews/inspections will be done by the Contract Manager. Safety file to be submitted prior to commencement of work.	Contractor
Non adherence to scope of work	Technical	Execution of the work to be done as per the approved QCP documents. Quality control will be done to asses if the work was done according to the scope of work.	Engineer/Project coordinator/Project Manager
Poor workmanship	Technical	Contract Manager to ensure that inspections and testing should comply with Eskom quality control program.	Engineer/Contractor
Working at heights	External Risk-Safety	Adherence to the Life Saving Rules by wearing of safety harnesses where applicable. Discuss the risk in the tool box talk.	Project Manager/Contractor
COVID-19	External Risk-Safety	Adherence to the set regulations. The contract manager to submit the COVID management plan.	Project Manager/Contractor