



## NEC3 Term Service Contract (TSC3)

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

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

for **Supply and installation of tiling, epoxy paint and epoxy on PF pipes, SSC, Precips and Ducting plant during outages**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<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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Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
[to be inserted from Returnable Documents at award stage]	
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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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:

### Supply and installation of tiling, epoxy paint and epoxy on PF pipes, SSC, Precips and Ducting plant during outages

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 <sup>1</sup>	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:

<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 and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Eskom Holdings SOC Ltd (Reg. No. 2002/015527/30)  
MATIMBA POWER STATION  
Private Bag x215, Lephalale  
0555

(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)  
Eskom Holdings SOC Ltd (Reg. No.  
2002/015527/30)  
MATIMBA POWER STATION  
Private Bag x215, Lephalale  
0555

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</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>[•]</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

	Address	<b>P/Bag X215, Nelson Mandela Drive, Lephalale 0555</b>
	Tel	<b>[•]</b>
	Fax	<b>[•]</b>
	e-mail	<b>[•]</b>
11.2(2)	The Affected Property is	<b>PF pipes, SSC, Precips and Ducting</b>
11.2(13)	The <i>service</i> is	<b>Supply and installation of tilling, epoxy paint and epoxy on PF pipes, SSC, Precips and Ducting plant during outages</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As identified from time to time and they must be recorded</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>Within 3 days unless stated on task order</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>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</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Outage plan will be used as acceptance plan for all the work to be done</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>2022/08/01</b>
30.1	The <i>service period</i> is	<b>5 Years</b>
<b>4</b>	<b>Testing and defects</b>	<b>The defective service will be inspected by both the Service Manager and <i>Contractor</i> and a decision made as to how the defective services are to be corrected. Any decision made will be agreed in writing. 52 weeks after completion of each task order.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>After completion of each 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>Depending on B-BBEE level rating</b>
51.4	The <i>interest rate</i> is	<b>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</b>

dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

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

6	<b>Compensation events</b>	Compensation events are to be approved by the <i>Employer</i> within 7 days of receipt from <i>Contractor</i> , if the <i>Employer</i> do not agree with the compensation events terms he/she shall declare a dispute within 7 days. Unless stated on Task Order.  Any work and/or service not included in the Works Information supplied with the enquiry document. Delays beyond the <i>Contractor's</i> control, which are no fault on the part of the <i>Contractor</i> , will be the subject to compensation events on the <i>Employer's</i> account.
7	<b>Use of Equipment Plant and Materials</b>	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
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<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	



	service at intervals no longer than	[•] weeks.
<b>11</b>	<b>Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	Lephalale Limpopo Province 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.
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	April 2022
	The proportions used to calculate the Price Adjustment Factor are:	Proportion linked to index for Index prepared by
		0.15 fixed
		0. [•] [•]
		0. [•] [•]
		0. [•] [•]
		[•] non-adjustable
		1.00

<b>X2</b>	<b>Changes in the law</b>  <b>Any law within the Republic of South Africa which applies to term services contract.</b>
<b>X18</b>	<b>Limitation of liability</b>
X18.1	<p>The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to</p> <p><b>R0.0 (zero Rand)</b></p>
X18.2	<p>For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to</p> <p><b>the amount of the deductibles relevant to the event</b></p>
X18.3	<p>The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to</p> <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) plus the applicable deductibles</li> </ul>
X18.4	<p>The <i>Contractor's</i> total liability to the <i>Employer</i>, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</p> <p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	<p>The <i>end of liability date</i> is</p> <p><b>52 weeks after completion of each task order with a maximum liability of 100% of the value of each relevant task order.</b></p> <p><b>The <i>Contractor</i> is only liable to repair defective workmanship during the defects notification period, where after the Contractor shall have no further liability to the employer</b></p>
<b>X19</b>	<b>Task Order</b>
X19.5	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p> <p><b>Two weeks after receiving scope</b></p>
<b>Z</b>	<b>The <i>additional conditions of contract</i></b>

are

**Z1 to Z14 always apply.**

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or 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:

<b>Affected Party</b>	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,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	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,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a	<u><b>Loss of or damage to property</b></u> The replacement cost  <u><b>Bodily injury to or death of a person</b></u>

person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from

nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety



Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

**Notes to a tendering contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<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	
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	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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 _____
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

### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (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*

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.

### **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*

	Description	Unit	NT	OT Mon- Sat	OT Sun	OT Pub holiday
1	Site / Project Manager	Per Hour				
2	Site Supervisor	Per Hour				
3	Safety officer	Per Hour				
4	QC inspector	Per Hour				
5	Tiler	Per Hour				
6	B-Welder	Per Hour				
7	Assistance	Per Hour				
	<u>The rate of item below to include transportation to site (8-15)</u>		RATE			
8	Epoxy kits per 1 kg	EA				
9	Tile 25mm (SSC)	EA				
10	Tile 12mm ( duct/SSC)	EA				
11	PF tile 38mm	EA				
12	PF tile 12mm	EA				
13	Epoxy Paint kits per litre	EA				
14	Mesh wire (2.4M X 1.2M)	EA				
15	Flat bar (6M)	EA				
		UNIT	RATE		TOTAL	
16	Transport	Per Km				
17	SHEQ include ( PPE, Medicals, induction, Covid-19 and other health, environment, safety and compliance requirement)detailed cost breakdown	Per person / outage				
18	Safety file	Per Outage				
19	Equipment and consumable (detailed cost breakdown)	Per Outage				
20	Site establishment and de-establishment	Once off				
21	Accommodation	person per				

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

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## 1 Description of the service

### 1.1 Executive overview

The scope contains the detailed of maintenance scope for Supply and installation of tilling, epoxy paint and epoxy on PF pipes, SSC, Precips and Ducting plant during outages. This Sow comprises of activities that needs to be performed in accordance to the defined specifications or requirements.

### 1.2 Employer's requirements for the service

#### PF Pipes

The scope of work is structured to detail the work required in each section, for dimensions the drawings can be used and are provided in the following section.

- Raw coal chute - Installations of expanded metal mesh and wear compound, in mix box dead box. Flat expanded metal mesh to be welded to the dead box internally by anchoring it in a matrix of 100mm×100mm. Apply compound to form the original cone and chute shape according to drawing. Wear compound to be applied 5mm thick. At 30mm from bottom of raw coal chute, the thickness of the wear compound must decrease and smooth out at transition of chute. Area to be lined is 16m<sup>2</sup>.
- Separator and classifier outer cone up to vanes inlet - Clean all damaged and worn areas to remove any loose compound. Roughen and replace with new compound 38mm thick. Area to be lined is 16m<sup>2</sup>.
- Classifier: inside surface of inner cone – Rings of flat bar to be welded at top and bottom of wear area to create 8mm high wear area. Mesh to be welded between flat bar rings. Top flat bar ring to be chamfered smooth with surface of cone. Weld mesh to cone surface and between flat bars by anchoring it in a 200x 200 matrix and also to the flat bar at every 100mm. Surfaces between flat bars and mesh must be kept smooth, no protruding edges must be introduced. The dimensions of the cone are: top OD 2900mm, bottom OD 1135mm and cone is 1534mm high. Top ring should be 200mm vertically from top and bottom ring should be 400mm vertically from bottom. Compound to be applied over mesh at 8mm thickness for 12m<sup>2</sup>.
- Classifier: section of raw coal chute, vortex finder inner surface and PF outlet pipe to PF isolating gate - Clean all damaged and worn areas to remove any loose compound. Roughen and replace with new compound 10mm thick. Area to be lined is 2m<sup>2</sup>.
- PF Isolating Gate Protection Ring:- Spot weld 40 mm wide expanded metal flat mesh strips to the ring where major wear is experienced and apply high wear compound 10mm thick or same thickness of ring. Area to be lined is 2m<sup>2</sup>.
- Splitter box inlets (round to square) - Mesh backing to be welded to inner walls of transition piece in a matrix of 100mm×100mm. Apply 35mm thick compound to mesh and ensure surfaces are smoothed at round pipe edges. Area to be lined is 8m<sup>2</sup>.
- Splitter box doors - If repairs to doors are required due to wearing away of shell then meshes of 100mm×100mm must be used on worn areas. Remove and replace cracked compound at 25mm thick. Ensure jacking bolt threads are clean from compound. Area to be lined is 32m<sup>2</sup>.
- Knuckle/Knee joints - Apply a layer of high wear compound to both segments of the assembly at 10 mm thick. Wear compound thickness must decrease toward areas of joint where movement occurs as no not limit movement of joint. view of joint. Area to be lined estimated to be 32m<sup>2</sup>.
- PF pipe tiled sections – If tiles are found that have been removed, the tiles should be replaced. The tile adhesive must be adequately removed before reinstalling tiles. A 2mm thick adhesive layer should be used. If tiles cannot be replaced then the volume should be filled with wear compound to be smooth with the surrounding tiles, the sections will be 14mm or 40mm high. 50 tiles are estimated to need to be replaced, this is estimated to be about 2m<sup>2</sup> of tiles of each thickness.
- PF pipe steel sections - Apply Wear compound in worn areas to meet original bore specifications: Mill outlet to large splitter box: 1070 mm diameter; large splitter box to small splitter box 762 mm diameter; small splitter box to burner: 538 mm diameter. Thickness of wear compound to be used is estimated at 6mm but will differ due to wear rate, the estimated area that will require compound is estimated at 310m<sup>2</sup>. If the pipes are worn through then repairs on the pipes will need to be done.  
Apply epoxy on the orifice.

### **Ducting**

- Wear resistant tile
- Alumina > 92%
- Moh's Hardness 9 – Mineral (Corundum)
- Moisture Content < 0.02 %
- Fracture Toughness 3.65 MPa x m<sup>1/2</sup>
- Bending Strength 255 MPa
- Bulk Density > 3.6 g/cm<sup>3</sup>
- Size 150 x 100 x 12mm
- Weld-able tile with centre-hole pocket for welding cap (Weld-able brick)

### **SSC**

- Supplying of moh-9 hardness, 92% alumina tiles
- Supplying of epoxy and tile glue for all tiled components on the SSC
- Supply of consumables and equipment's to stick weld on tiles
- Identify and remove broken tiles
- Cut tiles according to drawing 20.58/54795 in cases of single replacements tiles that needs to be cut to fit on the plant
- Prepare the surface to provide adequate roughness for tiles to stick properly install tiles as per drawing 20.58/54795

### **Precips**

#### **Epoxy paint**

- Heat Resistant > 160 °C - ESP DOORS
- Resistant to sulphuric acid - (Corosion resistance) - ESP DOORS

#### **General conditions and acceptance criteria:**

All work to be in installed position.

When wear compound, is to be applied over previous compound or any steel surface should be roughened an properly cleaned or any other method prior to new compound application, to ensure proper anchoring.

All surface to be extremely smoothly smooth when finished.

Ensure that transition between pipe sections is smooth, to prevent turbulent flow. No step up or down between PF pipe sections and raw coal chute.

No wear compound shall be applied over ceramic tile surfaces.

No compound shall be applied over measuring points such as Thermo couple or air access and PF sampling points. No leftovers in the applicable measure piping and compound to be smoothed out around it.

PF lines to be internally cleaned from all loose material after completion and disposed of in a proper manner.

Wear compound:

The supply of all the materials equipment and labour to do the full work as stipulated in this works information and price list.

Material: Expanded metal, flat bar, Ceramic tile adhesive and wear compound which consists of a high abrasion resistant composite reinforced with Alumina Ceramic.

Equipment: welding and grinding machines, welding consumables, rope ladders, extraction fan, lights and all tools and equipment related to do wear compound application

#### **Expanded metal:**

Mesh size: 3 mm wide x 1.6 mm thick, standard no: 15/40/30/16 or Valmetex type no: V.E.M. 6318 F:  
S.W.M. = 15 mm x L.M.W. = 40

**Flat bar:** 25 x 8 mm (BS 4360) 43A

**Heavy duty wear resistant lining for pulverised Fuel reticulation lines.**

To consist of a high abrasion resistant composite reinforced with Ceramic.

Application method: To be trowel on.

Working temperature 90°C Min

Density (Cured) = 2700-2800 kg/m<sup>3</sup>

Hardening Properties = 213 MPa

Impact resistance (direct) > 65 N-m

Compressive strength > 70 Mpa

Wear compound to be able to serve for at least a minimum of four years in environment cover under plant definition of this document.

**Product data sheets to be supplied with tender.**

### 1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

## 2 Management strategy and start up.

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

A logical network/bar chart, which includes all activities specified in the Scope of Work, must be supplied on either Microsoft Projects or Primavera.

Provisional programme must be submitted within 4 (four) weeks of receiving the Scope of Work. Revised programme must then be submitted for acceptance 4 (four) weeks before the start of an Outage.

The duration, predecessors and successors for each activity, as well as any known interface activities with each contractor, must be indicated.

These interfaces must include activities such as scaffolding, lagging and cladding, electrical and instrumentation work, cleaning.

Due to the fast track nature on the project, updating of the plan for the whole of the work will be done daily and submitted to the outage planner.

More regular updating may be required on critical path activities by the client.

Feedback given on the plan must be a true reflection of what is happening in the plant

### 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:
Outage daily meetings	Mon – Fri 9H00 – 10H00 Sat – Sun 08H00 – 09H00	Outage boardroom	Different stakeholder
Scope concerns – Manage risks	As per arranged meeting invites	As per arranged meeting invites	As per arranged meeting invites
Post mortem	As per arranged meeting invites	As per arranged meeting invites	As per arranged meeting invites

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* should supply dedicated supervisors that will focus exclusively on their area of responsibility.

Any replacement of supervisory personnel on site shall be approved by the Employer on receipt of the CV of the replacement.

The *Contractor* should have its own Responsible Persons (RP) and Authorised Supervisors (AS) as per the Plant Safety Regulation (PSR) requirements.

## 2.4 Provision of bonds and guarantees

N/A

## 2.5 Documentation control

The contractor keep record of all documentation related to this contract.

All documentation to be provided to the employer in a way as agreed with the site service manager during and at the end of the contract.

## 2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

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

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

## 2.7 Contract change management

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

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

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the Actual Cost, or Rates for Resources, as applicable. Where Actual costs are claimed, the records pertaining thereto will be subject to audit.

The *Employer* may audit applicable *Contractor's* records, which have relevance to the contract. The results and findings of the audit are submitted to the *Employer* and the *Contractor*.

At intervals as agreed with the site service manager, the *Contractor* submit to the site service manager proof of actual costs incurred (where applicable), or actual hours worked, in the case of personnel resources, which may include the following:

- Copies of daily time cards and grading of employees within the Working Areas



- Copies of daily time cards and grading of employees outside the Working Areas
- Cost allocation
- payroll registers
- Schedule of Equipment and time sheets, and
- Other relevant information applicable to costs that the site service manager requests..

This information is kept up to date at all times. The Employer will pay for costs that have supporting documentation such as time sheets and Third Party invoices for costs.

## 2.9 Insurance provided by the *Employer*

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

## 2.10 Training workshops and technology transfer

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

## 2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*.

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

### 2.12.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

### 2.12.2 Information and other things

A service report should be compiled after the outage, service report should have the following documents the results of the test performed during the outage, the plan or schedule of the outage planned versus actual work performed, the indication of the work or activities performed during the outage and any additional work should also make part of this document.

The cost of the outage should also form part of the document (quotation before work is performed and the final invoice after assessments agreed by both the contractor and the *contract manager*)

NOTE: The document must be handed into engineering and outage management for record keeping and in order to assist all stakeholders in the planning of the next outage on that specific unit.

## 2.13 Management of work done by Task Order

The site service manager issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the Works. The Task Order is issued before the *Contractor* Provides the Work.

The site service manager issues Task Orders to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the *Task Order*.

The *Contractor* performs work in accordance with the prior issue of a Task Order from the site service manager or his delegate and completes it within the time period specified in the Task Order.

The *Contractor* performs plant maintenance work, work on related outages and operations work after the issue of a Task Order. The *Contractor* develops procedures applicable to the performance of designated tasks and submits the procedures to the site service manager for acceptance. All works provided comply with the standard specifications, procedures and Site regulations.

Should the *Contractor* be unable to supply the resources required to complete a Task Order within the period specified, he immediately notifies the site service manager to this effect. The notification includes recommendations as to how the work can be completed.

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

#### 3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

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

	Health and Safety requirements that the contractor shall comply with	Yes, No or Comment
1.	Detailed costing for Health and Safety based on the overall scope of work/service to be performed	
2.	Job Specific SHE Plan (indicate whether employees will have medical certificate)	
3.	Letter of Good Standing with COID Act (Valid)	
4.	Baseline Job Specific HIRA	
5.	Provision of site organogram clearly defining the reporting structure, legal appointments and training of all appointees i.t.o OHS Act and Regulations	
6.	Demonstration of an adequate Health and Safety Management system	
7.	SHE Policy Document	
8.	PPE Policy	
9.	Drugs and Alcohol Policy	
10.	Provide SHE Performance Records (SHE Performance for the last three years)	
11.	Provide SHE Auditing Protocol (Monthly Auditing Tool)	
12.	Programme to support Matimba Power Station's objective and targets	

### 3.2 Environmental constraints and management

The supplier shall conduct his/her activities within the requirements of ISO 14001:2015 as Matimba Power Station is ISO 14001:2015 certified.

The supplier shall prepare a method statement for the works, entailing all process to be undertaken, identifying environmental aspects and impacts related to the tasks and their mitigation measures.

The supplier shall prepare a document /process flow/strategy for management of waste to emanate from the work activities, e.g. scrap metal/hazardous waste generated/sandblasting grits.

Prepare spill prevention procedure and ensure spill prevention or minimization equipment is in place.

The supplier shall prepare an environmental file which must be submitted to the perusal and approval by Environmental Officer prior to commencement of works. The file shall be prepared in line with the ISO 14001:2015 standard requirements.

The supplier shall adopt and implement a zero liquid effluent discharge (ZLED) policy throughout their processes.

The supplier shall have a process for reporting of environmental incidents to Eskom representative for the duration of the project.

Matimba Environmental Management System Implementation Guideline (PG/240/006)

Matimba Management of Waste at Matimba Power Station (PS/244/001)

National Environmental Management Act (107 of 1998)

National Environmental Management: Waste Act (59 of 2008)

### 3.3 Quality assurance requirements

The *Contractor* to submit Quality Control Plans that has been developed for each task order for approval. All activities to be performed in line with Eskom approved processes and personnel and to Eskom Standards.

All quality control documentation must be submitted with the tender documents.

QCP documents must be submitted 4 (four) months prior to the planned outage.

General Note. In instances of extreme handling difficulties or inaccessibility issues, performing all the required activities may not be practical. In those specific instances, the reports must indicate the reason for not performing those areas.

## 4 Procurement

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

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

#### 4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

TSC3 does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

#### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

#### 4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

#### 4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

### 4.3 Plant and Materials

#### 4.3.1 Specifications

Eskom will supply all the material and spares.

The contractor shall collect the material and spares from the Eskom storeroom/workshops and transport it to the plant.

The contractor may make use of Eskom mechanical workshop for any Bending and cutting required

The contractor will supply the machinery, tools, access ladders, DB boards, equipment and consumables.

The contractor shall supply the lifting equipment such as, winch and forklift for lifting of materials/spares

#### 4.3.2 Correction of defects

With regards to the Services, the *Contractor* has no responsibility for the failure of the *Employer* to notify the *Contractor* within seven (7) days after the *Defect* becomes visible or other causes beyond the reasonable control of the *Contractor*.

The time to respond to a Defect notification will be between one (1) and seven (7) days depending on the extent of the Defect and access to the Affected Property

The inspections and repairs to be done according to the resolution meetings consisting of, project manager Eskom and contractor, system engineer, Quality Control inspectors, planner and site manager.

#### 4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. The *Employer* may also need schedules of vendor data for his own use after the end of the *service period*.

#### 4.3.4 Tests and inspections before delivery

Eskom must approve all QCP's prior to any commencement of each task order. Eskom appointed QC to inspect and be involved in all inspection activities. The contractor will adhere to international and Eskom specifications.

#### 4.3.5 Plant & Materials provided "free issue" by the Employer

N/A

#### 4.3.6 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

## 5 Working on the Affected Property

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

Whilst working on site the *Contractor* will adhere to all Eskom and specific Power Station site regulations. Work will not be allowed without induction provided by the *Employer* for each and every worker.

The *Contractor's* personnel will be required to be in possession of their access permit at all times and will produce them at the security gate on every occasion or whenever requested. All *Contractors'* permits must be returned to Protective Services when the relevant personnel leave the site permanently and upon Completion of the services. Any lost photo permits will be paid for by the *Contractor*.

The *Contractor's* visitors and all personnel shall conform at all times, to the security arrangements in force at the time. Application forms for visitors must be completed by the *Contractor's* Site Manager and approved by the *Employer's* Representative at least one day before the visit and submitted to the Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff. Protective Services may with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently. Access may be denied to site to any person, whom in the opinion of Protective Services, constitutes a security risk. No compensation is claimable by the *Contractor* if this occurs.

No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with contract vehicle permit disks will be allowed on site. Contract Vehicle Permit Applications should be directed to the *Employer's* Representative.

The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other area, and must ensure that his employees abide by these regulations. Parking inside the Power Station buildings or in front of driveways, doors and gates is strictly forbidden, except for loading purposes.

No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station security gate.

Arrangements must be made with the *Employer's* well in advance to allow sub-contractors and visitors onto site.

The transport of any equipment onto the site must be declared and documented at Protective Services in order to facilitate the future removal thereof.

All *Contractors* will ensure that they are informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that they at all times comply to the requirements of these Regulations.

All Supervisors of contracting companies who are directly involved with Eskom's Permit to Work System shall be trained and successful completion of Matimba authorization / evaluation process may be authorized as Responsible Persons.

The Responsible Person shall ensure that:

The conditions of permits and cautionary notices are strictly adhered to.

The lockout procedures, mechanical as well as electrical are strictly adhered to and any deviations shall be corrected immediately.

The safe work procedures as laid down by Matimba Power Station and as determined by the Risk Assessment shall be followed.

The workers register and cautionary notices are discussed daily with workers.

At least one supervisor shall be authorized as responsible person to take out Permits to work on plant as per Eskom Plant Safety Regulations.

#### Police clearance

All *Contractor* personnel are to undertake Police clearance. Certificates must be provided to the Site Service Manager at least 2 weeks before commencement of work. The Site Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to the specific Power Station. People restrictions, hours of work, conduct and records

The *Contractor* shall adhere to the working hours as granted by the department of labour on outages.  
The *Contractor* shall complete and keep records of the employees time sheets and readily available for the project manager.  
The *Contractor* shall insure that the employees do not sleep and eating in the plant

## 5.2 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

## 5.3 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

## 5.4 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.  
1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.  
2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

## 5.5 Records of *Contractor's* Equipment

The *Contractor* shall issue a clear, detailed printed list of all their equipment and tools (with serial numbers, wherever possible) to the site Security officer for approval before the items are taken into site.  
The *Contractor* shall maintain the approved document with a revision number for any changes.  
A copy of the "approved" equipment list shall be handed to the *Site Service Manager* and filed in the Contract file for record keeping.  
Equipment brought on site not listed in the tool/equipment list cannot be removed from site.  
Equipment and vehicles left on site is done so at the *Contractor's* own risk.

## 5.6 Equipment provided by the *Employer*

The *Employer* may allow the *Contractor* for the execution of the Contract Works the reasonable use of its workshops cranes tools and equipment provided that the Employer's own work and business are not interfered with in any manner by such use. The *Contractor* 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 by the Employer as a result of any act of negligence by the *Contractor*, his employees or sub-contractor while using such workshop, cranes, tools and equipment.

The *Employer* may provide workshop and machining facilities to assist the *Contractor* with the execution of the Contract Works. The priority of work to be executed shall be determined by the *Employer* who shall also approve of the manner of execution of work which cannot be reasonably executed at the Site workshop.

## 5.7 Site services and facilities

### 5.7.1 Provided by the *Employer*

The following services are provided by the *Employer* during the periods stated:  
The *Employer* will provide a *Contractor* on site for the duration of works.  
Electricity, potable water, toilet facilities, compressed Air

The provision of the above is related to the use of the present facilities.



For the purpose of expediting the Contract Works, the *Employer* may make facilities and services available to the *Contractor* as hereinafter provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any charge relative to the beneficial use of the facilities or services.

*Employer* to provide RP and AS training and certification

*Employer* is to connect to *Contractor's* termination point in the DB boards.

Any inspection costs for a Third party, employed by the *Employer* or any person employed by or contracted to the *Employer* except the *Contractor*, if applicable. If a third party is required, the *Employer* will employ the Third party at the *Employer's* cost.

The removal of any redundant material from the allocated/onsite scrap area.

#### **5.7.2 Provided by the Contractor**

All health & safety equipment, as per OHS Act 85 of 1993, Matimba Power Station safety policy and SHE - system requirements, which is obtainable from Risk services.

Accommodation is for the *Contractor's* own account. Should use be made of Eskom Accommodation, they are to be official occupants of the room.

All tools to be provided to complete the contract works.

All workshop machinery to be provided to complete the contract works.

All Office Container, equipment and change rooms for their employees

Telephone bills will be paid by the *Contractor*.

The Quality control plan and budget quote for the activities that will be performed during the outage should be submitted four months before the outage after the *Contractor* has received a formal notification to perform work in term of the following documents scope of work for that specific outage.

A schedule or plan and safety file for the activities that will be performed during the outage should be submitted three months before the outage after the *Contractor* has received a formal notification to perform work in term of the following documents scope of work for that specific outage, task order with a 45 number.

The schedules should be either in Microsoft projects or primavera and daily process feedback should be submitted to the outage planner for update of the integrated program of the outage.

A resource power curve should also be supplied three months before the outage indicating the various skills need for the outage on each day, until the contractor completes their tasks as per scope of work.

If portable two-way radios are to be used, the type and make must be approved by the Contract Manager. Attendance at meetings as considered necessary by the *Contract Manager*.

Removal of redundant material to allocated sites. No scrap shall be stored in the *Contractor's* yard.

Scrap is to be cleared from Site daily

Service Report (hard and soft copy) this document must be handed to outage management within a month after the outage execution, this documents must include the inspection report and findings decisions after the inspection.

NOTE: Due to the system planning some outages are scheduled during December period, therefore Contractor is required to perform work around that time as per the contract.

### **5.8 Control of noise, dust, water and waste**

State requirements, if any.
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### **5.9 Hook ups to existing works**

State any constraints
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### **5.10 Tests and inspections**

#### 5.10.1 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].

#### 5.10.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

### 6 List of drawings

#### 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