

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**



**NEC3 Term Service Contract (TSC3)**

**Between ESKOM HOLDINGS SOC LIMITED  
(REG NO. 2002/015527/06)**

**and**

**for The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems at Matla Power Station for a period of five (5) years**

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**CONTRACT No.**

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

PART C1: AGREEMENTS & CONTRACT DATA

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## C1 Agreements & Contract Data

### C1.1 Form of Offer & Acceptance

#### Section 1.01 Offer

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

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems at Matla Power Station for a period of five (5) years**

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

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

Options A	The offered total of the Prices exclusive of VAT is	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	
<b>As and when required basis</b>		

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:**

Name &  
signature of  
witness

Date

<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*.

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## Section 1.02 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

**General Manager Matla Power Station**

for the Employer

**Eskom Holdings SOC Ltd, MATLA POWER STATION, Delmas Road, Kriel, Mpumalanga, 2271**

Name &  
signature of  
witness

Date

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

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**Section 1.03 Schedule of Deviations to be completed by the *Employer* prior to contract award**

No.	Subject	Details
1	N/A	<b>N/A</b>

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.

**(i) For the tenderer:**

**(ii) For the Employer**

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of  
witness

Date

**Bob Phahle**

**General Manager Matla Power  
Station**

**Eskom Holdings SOC Ltd, MATLA  
POWER STATION, Delmas Road, Kriel,  
Mpumalanga, 2271**

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## C1.2 TSC3 Contract Data

### Article II. Part one - Data provided by the *Employer*

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>X17: Low Service damages</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 (June 2005) <sup>2</sup>	
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.	
	Fax No.	-
10.1	The <i>Service Manager</i> is (name):	<b>S Lesikara</b>

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

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Address	Eskom Matla Power station	
Tel	017 612 9276	
Fax		
e-mail	lesikaSJ@eskom.co.za	
11.2(2)	The Affected Property is	Matla Power Station
11.2(13)	The service is	The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems at Matla Power Station for a period of five (5) years
11.2(14)	The following matters will be included in the Risk Register	People; Quality and SHEQ
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	1day
2	<b>The Contractor's responsibilities</b>	<b>main</b> (If the optional statement for this section is not used, no data will be required for this section)
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
<b>3 Time</b>		
30.1	The starting date is.	01 July 2026 - TBC
30.1	The service period is	60 months
4	Testing and defects	As per section X18 and section 6.4.2
5	Payment	30 days after assessment and invoicing.
50.1	The assessment interval is	Between the 25 day of each successive month.
50.5	The delay damages are	N/A
51.1	The currency of this contract is the	South African Rand

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51.2	The period within which payments are made is	
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	
7	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>conditions of contract</i> .
8	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	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).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on



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		<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)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<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 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>	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Either State the name of the person selected &amp; complete the contact details below Or, state</b>

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		the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	To be confirmed when a dispute arises
	Tel No.	To be confirmed when a dispute arises
	Fax No.	To be confirmed when a dispute arises
	e-mail	To be confirmed when a dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
<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	

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	<p>The proportions used to calculate the Price Adjustment Factor are:</p> <p>This indices will apply on the contract, from year two to year three.</p>	<p>proportion</p> <p>linked index for</p> <p>to</p> <p>Index prepared by</p>
		100%
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	As per Annexure "C"
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</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	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p>

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		<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	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
<b>Z2</b>	<b>Joint ventures</b>	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	

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- 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

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- 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.

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## **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.

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## 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**

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



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employment in connection with this contract	
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**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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- 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

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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.

### **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

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		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)

#### Annexure C: Table of low service damages (X17)

- Low Service Damage Description	- Value of Low Service Damages	- Limit of Low Service Damage
Quality / Rework (Per incident) resulting in a repeat malfunction	- 1.5% of Task Order value per incident	- Limited to 10% of the Task Order value
PSR authorisation	- 1% of Task Order value per month after 6 months of contract commencement	- Limited to 10% of the Task Order value
PM Violations	- 1.5% of Task Order value per incident	- Limited to 10% of Task Order Value

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## C1.2 Contract Data

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

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	<b>100%</b> <b>0%</b>
11.2(14)	The following matters will be included in the Risk Register	<b>SHEQ</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>C3 Scope of Work</b>
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job: Responsibilities: Qualifications: Experience:	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part 2, C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>As and when required basis</b>

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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> (Excluding Spares price List)	1

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

## C2.1 Pricing assumptions: Option A

### **The conditions of contract**

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems at Matla Power Station for a period of five (5) years**

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

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

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

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

### **Function of the Price List**

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

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

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when

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compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

### **Preparing the *price list***

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

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

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

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

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

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

### **Format of the *price list***

(From page 73 of the TSC3 Guidance Notes)

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

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

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



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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

Item No	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>PRELIMINARY &amp; GENERAL</b>				
1.1	Allowance of all SHEQ Requirements including Site-Establishment once off	Sum	1		
1.2	Site establishment	Monthly	60		
1.3	Transport of workers	Monthly	60		
<b>2</b>	<b>MANAGEMENT FEE</b>				
2.1	Communication, Overheads, Internet, Documentation etc	Monthly	60		
<b>3</b>	<b>LABOUR RESOURCES</b>				
	<b><u>Normal Work Hours – Monday to Friday Between 07:00am and 16:00pm</u></b>				
3.1	Safety Officer (1)	10800	1		
3.2	Site Supervisor (1)	10800	1		
3.3	Artisans (4)	10800	4		
3.4	Semi-Skilled (10)	10800	10		
	<b><u>Overtime – Weekdays and Saturdays</u></b>				
3.5	Site Supervisor (1)	960	1		
3.6	Artisans (4)	960	4		
3.7	Semi-Skilled (10)	960	10		
	<b><u>Overtime – Sunday and Public Holiday</u></b>				
3.8	Site Supervisor (1)	960	1		
3.9	Artisans (4)	960	4		
3.10	Semi-Skilled (10)	960	10		

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

<b>4</b>	<b>CALL OUTS – PROVISIONAL</b>				
4.1	Call out fee as and when required (On an emergency basis) – Estimated 5 call outs per month		300		
<b>5</b>	<b>SUPPLY OF THE FOLLOWING MATERIAL ON AND AS REQUIRED BASIS</b>				
	Contactors 32 amps, 230V	Each	10		
	Contactors 45 amps, 230V	Each	10		
	Contactors 50 amps, 230V	Each	10		
	Contactors 60 amps, 230V	Each	10		
	Retinol cleaners in 20 litres	Each	30		
	Inline filters size 1/2	Each	30		
	Inline filters size 3/8	Each	30		
	Inline filters size 5/8	Each	30		
	Inline filters size ¾	Each	30		
	Inline filters size 1 ¼	Each	30		
	Inline filters size 7/8	Each	30		
	Inline filters size 1 1/8	Each	30		
	Expansion valves sporlan R22 gas sizes H V E CP100 outlet 1 1/7 and inlet 7/8	Each	50		
	Expansion valves sporlan SVE 8 CP100 outlet 11/7 and inlet 7/8 R22 gas	Each	50		
	Expansion valves sporlan PVE 16 CP100 outlet 11/7 and inlet 7/8 R22 gas	Each	50		
	Expansion valves sporlan PVE 12 CP100 outlet 11/7 and inlet 7/8 R22 gas	Each	50		
	Vibration absorber size 1 1/0	Each	50		
	Vibration absorber size 1 1/8	Each	50		
	Vibration absorber size 7/8	Each	50		
	Thermostats Johnson control A36 HA 9106(220V)	Each	25		
	Solenoid valves sporlan B25	Each	25		
	Solenoid valves sporlan B19	Each	25		
	Solenoid valves sporlan B14	Each	25		
	Coil assembly sporlan MKC-2	Each	25		
	Filters sizes are square filter 840x814x95	Each	150		
	Small filters 500x 500 x50	Each	150		
	Office block filters 600 x 600 x50	Each	150		
	AVR. Filters 594 x624 x48	Each	150		
	Medium filters 500 x 500 x100	Each	150		
	Round filter 270 x 345 x 335	Each	150		
	COMPRESSOR SIZE 9000 BTU 410A GAS	Each	25		

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	COMPRESSOR SIZE 12000 BTU 410A GAS	Each	25		
	COMPRESSOR SIZE 18000 BTU 410A GAS	Each	25		
	COMPRESSOR SIZE 24000 BTU 410A GAS	Each	25		
	COMPRESSOR SIZE 36 000 BTU 410A GAS	Each	15		
	COMPRESSOR SIZE 48 000 BTU 410A GAS	Each	15		
	COMPRESSOR SIZE 50 000 BTU 410A GAS	Each	15		
	COMPRESSOR SIZE 60 000 BTU 410A GAS	Each	15		
	COMPRESSOR SIZE 75 000 BTU 410A GAS	Each	15		
	COMPRESSOR SIZE 100 000 BTU 410A GAS	Each	15		
	Central unit compressor for main plant 6 cylinder R22 GAS	Each	12		
	Central unit compressor for main plant 4 cylinder R22 GAS	Each	12		
	Central unit compressor for main plant 2 cylinder R22 GAS	Each	12		
	CPP chiller plant 6 cylinder Carrier Compressor R22	Each	12		
	CPP chiller plant 4 cylinder Carrier Compressor R22	Each	12		
	M500 Controls	Each	50		
	V Belts	Each	250		
	Gas R22, 13,5 kg Cylinders	Cylinders	75		
	Gas R410A, 13,5 kg Cylinders	Cylinders	75		
	Condenser Water Pump KSB ETB 80/33 (80-315)	Each	2		
	Chilled Water Pump KSB ETA 65-315	Each	2		
	Primary Pumps KSB 12 m head at 1,2 l/s flow	Each	6		
	Secondary Pumps KSB 14 m head at 5,6 l/s	Each	6		

**Note: Labour Rates should be as per Metal and Engineering Industries Bargaining Council(MEIBC and no contractor shall pay employees less than the (MEIBC rates)**

ESKOM HOLDINGS SOC LIMITED CONTRACT NUMBER

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

ESKOM HOLDINGS SOC LIMITED CONTRACT NUMBER

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

## C3.1: Employer's service Information

### SCOPE OF WORK / SPECIFICATION

#### INTRODUCTION

The scope is for the Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station and Matla properties for a period of five (5) years

The contractor provides qualified and competent personnel to perform preventative maintenance (PM), corrective maintenance (CM) and continuous operating and monitoring of all employers heating, ventilation and air conditioning (HVAC) systems at Matla Power Station and immediate surroundings and Matla outside plants

The contractor shall be based on-site and report for duty during employers normal working hours. In addition, the contractor provides a standby service after hours with weekends and holidays included.

The contractor ensures that the number of personnel provided is sufficient and able to manage all works on-site to the employer's satisfaction.

This will include adequate management and supervision, along with suitable qualified technicians, artisans and lower task level employees for work such as filter cleaning.

Matla Power Station has a large, established site with HVAC equipment comprising of production related plant and non-production plant and equipment.

### 1. SCOPE OF WORK / SPECIFICATION

#### **1.1.1 Work to be performed by *the Contractor* for the works**

The table below is a comprehensive list of the employer's plant and equipment for the contractor information so that the extent of the scope of work is understood. The employer amends the list as and when necessary as well as when new installations occur, and the contractor provides the service to all HVAC plant which the employer requires. The installation, repair, and replacement of split units in offices and buildings are the contractor's responsibility. The plant includes Matla power station and its extended buildings (outside plant and dams). This includes all pressurisation fans in Matla Power Station including those that have been omitted on the list of air conditioners which will be installed during the duration of the contract.

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

**The work scope: The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station and Matla Properties for a period of five (5) years**

**The Scope is inclusive of the maintenance of the following equipment which support the functioning of HVAC Plants:**

- a) Dx AHUs and Condensers
- b) Dx split A/C units (midwall, underceiling, floor standing, ducted, etc)
- c) Chilled Water AHUs
- d) Cooling Towers
- e) Condenser water pumps and motors
- f) Chilled Water pumps and motors
- g) Air Chilled Chillers
- h) Fans (Axial fans, centrifugal fans, propeller fan
- i) Control panels controlling HVAC equipment
- j) Electrical panels powering HVAC equipment
- k) Ducts, dampers, filters etc
- l) Refrigerant driers
- m) Water treatment plant system or dosing system
- n) Water make-up system
- o) All instrumentation, sensors, thermometer, gauges, flow switches, etc

The following HVAC systems are included:

**1. UNIT 1- 6 MAIN PLANT**

These areas consist of fans, Dx AHUs + Dx condensers, Fresh air units, ducts and split A/C units:

- 1. Equipment room A
- 2. Equipment room B
- 3. Control Room A
- 4. Control Room B
- 5. Computer Room A
- 6. Computer Room B
- 7. MV/LV room A
- 8. MV/LV room B
- 9. PTM offices
- 10. C&I workshops
- 11. Battery Rooms
- 12. DC Switchgear rooms

**2. UNIT 1 – 6 AUXILIARY PLANT**

These areas consist of fans, Dx AHUs + Dx condensers, Fresh air units, ducts and split A/C units”

- 1. Workshops
- 2. Cleaner station offices

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

3. Battery rooms
4. EMD Workshops
5. C&I Workshops & Offices
6. EMD Tearoom
7. IBU 3&4 Offices
8. Offices
9. Rotek Offices
10. Rotek tearoom
11. Training
12. Steiner
13. FOB
14. 7 in 1 Control Room
15. 7 in 1 Server Room
16. PA and TA system room 22m Level

### **3. WATER PLANT NORTH**

1. Server room
2. Water plant Workshop
3. North Sub.
4. H2 Plant
5. Equip. room
6. UPS room

### **4. WATER PLANT SOUTH**

1. New DC room (UPS and charger)
2. Main Water treatment Plant building (Fans)

### **5. MEDICAL CENTRE**

Equipment installed in this area consist of dx AHU and condenser, fans, domestic dx split A/C units

### **6. UNIT 1 – 6 CPP PLANT**

Equipment installed in these areas consists of air-cooled chillers, dx condensers with fans, pumps and piping

- 6 off these buildings consisting of 2 primary pumps, 2 secondary pumps, one chiller linked dx condensers with fans and liquid receivers.

### **7. MESS**

Equipment installed in this area are dx split A/C units of different types, namely floor standing and midwall and extraction fans for kitchen canopies.

1. Administration Office
2. Mess Dining Room
3. Contractors Mess
4. Lekgotla Conference Room
5. Lekgotla Dining Room
6. Lekgotla Serving Area
7. Mess Cold Room
8. Mess Freezer Room
9. Bambanani Conference room

### **8. SLURRY PLANT**

Equipment installed in this area dx split A/C units and air-cooled chillers linked to chilled water AHUs.

1. Chiller Plant
2. Offices
3. Control room
4. Equipment room

### **9. SLURRY PLANT WORKSHOP**

Split A/C units are installed in this area.

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1. Board Room
2. Offices

#### **10. CPP CONTROL ROOMS**

Dx split A/C units are installed in these areas.

1. Unit 1 – 6

#### **11. ENGINEERING BUILDING**

Split A/C units are installed in this area.

1. Offices
2. Computer room
3. Board Room

#### **12. FIRE STATION**

Split A/C units are installed in this area

1. Offices

#### **13. OP MMD OFFICES**

Split A/C units are installed in this area.

1. Offices

#### **14. CHEMICAL SERVICES**

Split A/C units are installed in this area.

1. Offices

#### **15. LABORATORY**

Dx AHUs and condensers, split A/C units, fume cupboard extractions fans are installed in this area.

1. Boardroom
2. Offices

#### **16. DUST PLANT OFFICES**

Split A/C units are installed in these areas.

1. Offices
2. Conference rooms

#### **17. FOB**

Split A/C units are installed in this area

1. Offices

#### **18. ASH & DUST**

Split A/C units are installed in this area

1. Offices

#### **19. COAL PLANT/ASH & DUST OFFICES**

Split A/C units are installed in this area

1. F/D Offices

#### **20. GARAGE (TRANSPORT DEPARTMENT)**

Split A/C units are installed in this area

1. Offices

#### **21. SULZER**

Split A/C units are installed in this area

1. Offices

#### **22. TRAINING/TECHNICAL**

Split A/C units are installed in this area

1. Classrooms
2. Offices



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### **23. WELDING WORKSHOP**

Split A/C unit, and fans are installed in this area

1. Offices
2. Tearoom
3. Change Room
4. Safton Lifts Office

### **24. MILLING PLANT WORKSHOP**

Split A/C units are installed in this area

1. Offices
2. Tearoom

### **25. COAL STAITH OFFICE**

Split A/C units are installed in this area

1. Change Room
2. Tearoom

### **26. ASH RESOURCES**

Split A/C units are installed in this area

1. Offices

### **27. MAIN STORES**

Split A/C units and fans are installed in this area

1. Stores Cabins
2. Receiving
3. Offices
4. Stores Issuing

### **28. STRATEGIC STORE**

1. Offices

### **29. PRECIPITATOR ROOMS UNIT 1 – 6**

Split A/C units are installed in this area

1. Left Hand Side Precipitator Substation
2. PLC Room 1
3. PLC Room 2
4. Right Hand Side Precipitator Substation

### **30. ADMINISTRATION BUILDING**

Cooling towers, chiller, chilled water pumps, condenser water pumps piping, AHU, split A/C units are installed in this area

1. Offices
2. Boardrooms
3. Server room
4. DC room

### **31. SECURITY OFFICES**

Split A/C units are installed in this area

1. Main Gate Reception
2. Tearoom
3. Gate Room
4. Rooms
5. Stores
6. Sec Officer Reception
7. Offices

### **32. SIMULATOR BUILDING**

Split A/C units are installed in this area

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1. Control Room Back
2. Control Room Front
3. PLC Room
4. Offices
5. Classrooms
6. Conference Room
7. New UPS Room
8. New Simulator Room
9. Battery Room
10. Small Equip Room

### **33. MAIN CHILLER PLANT**

Incomplete project consisting of chiller, cooling towers, pumps, piping and chilled water AHUs, fans and packaged units to various substations around the station.

### **34. OPS TRAINING UNIT 6**

Dx AHUs, fans, split A/C units are installed in this area

1. Classrooms - Unit 6
2. Offices - Unit 6

### **35. AVR's UNIT 1 – 6**

Dx condensers and up blow units are installed in this area. There are four off condensers paired to two up blow units in each unit

1. Condenser A
2. Condenser B
3. Condenser C
4. Condenser D

### **36. THANDANANI GCD OFFICE BLOCKS 1 – 3**

Split A/C units are installed in this area

1. Offices
2. Open Plan Offices
3. Meeting Rooms

### **37. TURBINE HOUSE 0 METER PRESSURIZATION FANS**

1. UNIT 1 – 6 A-BANK
  - 20 fans/motors per unit
2. UNIT 1 – 6 B-BANK
  - 23 fans/motors per unit

### **38. KRIEL PROPERTIES**

Split A/C units are installed in this area

1. BMD Supervisor Office
2. Plumbing Workshop
3. Storerooms
4. Medical Station
5. Offices
6. Conference Room
7. Computer Room

### **39. SLURRY COMPRESSOR HOUSE**

Refrigerant driers are installed

1. 5 Off refrigerant driers

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Provide maintenance of all filters on the following plants:

All other servicing will be done as per PMs.

**Specification:**

- Main Air-conditioning Plants
- Main Office Building
- Water plant North
- Water plant South
- Medical Station
- Laboratory
- Turbine Brush gear Filters (2 X P/Week)
- Turbine 20kv Breaker Filters (2 X P/Week)
- Filters On All Split, Console And Cassette Units (Precips 2 X P/Week)
- All Filters at Kriel Properties

**All UPS on-site**

**1.2 Employers objectives and purpose of the service**

**Note:**

The *Contractor* must be authorised in terms of Plant Safety Regulations (PSR) (Low Voltage) to be able to perform the following activities covered in the scope of work, failing which a 10% penalty will be deducted on a monthly gross labour charge effective after 6 months when the contract is in place/signed.

This service shall include all outage work, routine maintenance, repairs, inspections & cleaning, support services, emergency breakdown services, statutory inspections and defect correction during normal and abnormal condition or operation, to ensure the integrity of the installed ventilation and air conditioning systems at Matla Power Station.

The *Contractor* shall through execution of the services ensure that all systems are safe and operational. These will include but not limited to all systems and its sub system components.

Matla Power Station operates on a 24-hour basis, 7 days a week

**1.2.1 Employers requirements for the service**

The contractor ensures that relevant personnel are authorised as authorised refrigeration practitioners, in terms of the OHS act; pressure equipment regulations. If these personnel

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are not authorised at the start of the contract, then the authorisation must be achieved within 6 (six) months of the contract start date

The contractor is solely responsible for the operation of the HVAC systems and that ensures that it works optimally and as per employers' requirements.

1.2.1.1 The contractor maintains repairs and replaces all plant components which form part of the HVAC system, as and when necessary, including associated motors, compressors, fans and control circuitry (i.e., All electrical, mechanical and control and instrumentation maintenance).

The contractor provides the service in accordance with the original equipment manufacturers (OEM) specifications and any additional standards which the employer stipulates.

1.2.1.2 The contractor provides the service as per Eskom Works Management principles and the employers approved maintenance strategies. This includes to and use of the employers computer systems. The contractor provides additional inputs where necessary to improve the strategies, processes and procedures.

The R22, also called HCFC-22, is a banned substance in most of the developed world due to its ozone depleting potential (ODP) + classified as a greenhouse gas (GHG) which contributes to climate change – to be totally banned in South Africa by 2030, therefore replacement of units shall not be of R22 gas according to law

1.2.1.3 The contractor performs the service to the employers' requirements and the contractors performance is measured, on a monthly basis using work week management key performance indicators (KPI's) as indicated below. The contractor's performance is measured according to the kpi's and the level of performance required is given. Poor performance will be measured according to the service level table and applicable damages are paid by the contractor. The contractor does not receive a performance bonus

1.2.1.4 The contractor is present and available on-site during the employers' working hours and suitable personnel perform standby as per an approved roster and report to site within 60 (Sixty) minutes of a call out as and when required.

The contractor attends to plant breakdowns immediately and until these are fully rectified and completed, unless the employer instructs otherwise and both the contractor and employer are in agreement that the work may be re-planned for a later completion.

1.2.1.5 The contractor attends to complaints from clients regarding air-conditioning

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problems and keeps the clients informed of progress and completion.

The contractor provides all the necessary tools and equipment to provide the service. This includes all hand tools such as spanners, screw drivers, pliers and electrical / electronic and measuring tools / instruments including drilling machines drilling machines flukes and meggers and any additional tools we will need them to have their own welding power pack, plus bottles. Step ladders etc.

1.2.1.6 The contractor cleans and removes any spares, used parts, materials and debris, dust and rubble arising from work done in order to ensure that the employers' premises are left in a clean condition afterward. Waste disposal is done in accordance with the employer's site regulations.

The contractor conducts a monthly inspection of the plant before the end of each month, and provides a detailed, written report within 3 (three) working days thereafter.

1.2.1.7 The contractor ensures that supervisors, technicians each become authorised as a responsible person (RP), in order to fulfill the employer's safety requirements for permit to work applications on HVAC plant and also safely isolating the plant. The contractor utilises the employers computerised system for this purpose unless such system is off-line. The permitry requirements is as per the employers plant safety regulations procedure 36-687 and authorization of the contractor personnel is required within 6 (six) months of the contract start date.

1.2.1.8 The contractor provides cell phones and radio communication for all employees to enable prompt communication with the employer and workers without any delay.

1.2.1.9 The employer provides all replacement plant components and spares for servicing and repairs; however the contractor is responsible to inform the employer of spares requirements (provides specifications and quantities for the employers stock holding requirements).

1.2.1.10 The Contractor conforms to all prevailing legal requirements of the republic of South Africa, Eskom SOC Limited and Matla Power Station Site legal Requirements, with special reference but not limited to the following:

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Number	Title	Year / revision
BIA/QA/STD/01	MPs Quality Requirements	2009 Rev 0
SERV/FIRE02	MPs Hot Work Procedure	2005 Rev 0
	Criteria For Approval Of Rigging Work	
	Working At Heights	
32-421	Life Saving Rules	2010 Rev 0
36-681	Plant Safety Regulations	2012 Rev 0
	Occupational Health And Safety Act 85 Of 1993	
SANS 10400	National Building regulations	
GGPP0592	Generation Policy: Power Station Plant Classification	
OPG 0159-02	Eskom manual: Classification Guideline.	
	Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended	
	National Environmental Management Act 107 of 1998 as amended	
	National Environmental Waste Act 59 of 2008 as amended	
	National Water Act 36 of 1998 as amended	
004 4830	Eskom procedures and Safety requirements set out in Safety, Health and environmental specifications	
32-95	Eskom procedures 32-95 with regards to the management of safety, health and environmental incidents	

Any other act or procedure deemed necessary or applicable if the work includes some toxic and/or hazardous substances during normal and routine maintenance activities stipulated in this document. In this case the Contractor handles such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the Contractor in accordance with the applicable law.

**The Contractor ensures that there is a vehicle available for the employees to use during working hours for transportation of tools and equipment as well as for use during standby periods**

The contract is for The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

conditioning (HVAC) systems (including filter maintenance and pressurising fans) at Matla Power Station for a period of five (5) years

The contractor provides qualified and competent personnel to perform preventative maintenance (PM), corrective maintenance (CM), and continuous operating and monitoring of all employers heating, ventilation and air conditioning (HVAC) systems at Matla Power Station and immediate surroundings, Matla outside plants including but not limited to outside plant buildings and offices.

The contractor shall be based on-site and report for duty during employers normal working hours. In addition, the contractor provides a standby service after hours with weekends and holidays included.

The contractor ensures that the number of personnel provided is sufficient and able to manage all works on-site to the employer's satisfaction.

This will include adequate management and supervision, along with suitable qualified technicians, artisans and lower task level employees for work such as filter cleaning.

Matla Power Station has a large, established site with HVAC equipment comprising of production related plant and non-production plant and equipment.

All plant and equipment have been maintained as part of a maintenance contract previously. In general, the plant comprises of items as indicated in 2.1.1 and the contractor shall perform the below scope:

- Installs, adjusts, inspects, services and repairs a variety of mechanical equipment and mechanical parts of electrical machinery utilized in the HVAC System
- Makes repairs and maintenance on chiller plant, condensers, compressors, centrifugal pumps and pump bearings.
- Develops implements and maintains an effective program of equipment and outage maintenance work; performs equipment inspections to ensure that the equipment is safely maintained and operable; performs related testing and repair as needed.
- Tests and maintains heating, ventilating and air conditioning such as compressors, condensers, pumps, control systems, fans humidifiers, chillers and heat exchangers.
- Installs, repairs and maintain domestic air-cons
- Supervises a program of preventive maintenance of the electrical and/or mechanical equipment, structures and building of power station operation; makes regular inspections and tests of facilities to determine the overall condition of the plant
- Ensures availability of parts and supplies, by assessing jobs and determining parts that are

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

needed for the job.

- Performing all maintenance, repairs activities related to these systems
- Provide support during operation of these systems
- Fixing of leaks during running conditions



**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

### **1.2.2 Applicability**

This document is applicable to Matla Power Station

### **1.2.3 informative**

Not applicable.

## **1.3 DEFINITIONS**

### **1.3.1 Disclosure Classification**

**Controlled Disclosure:** Controlled Disclosure to external parties (either enforced by law, or discretionary)

## **1.4 ABBREVIATIONS**

<b>Abbreviations</b>	<b>Description</b>
AKZ	Anlagen Kenn Zeichnungs
BOQ	Bill of Quantities
C&I	Control and Instrumentation
CAD	Computer Aided Design
CoE	Centre of Excellence
PTM	Protection, Testing and Metering
EMD	Electrical Maintenance Department
HAZOP	Hazard and Operability Analysis
NDT	Non-Destructive Testing
OHSA	Occupational Health and Safety Act
PEIC	Production Engineering Integration Coal
PPE	Personal Protective Equipment
PTW	Permit To Work
QA	Quality Assurance
QC	Quality Control

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QCP	Quality control program/plan/procedure
QCP	Quality Control Procedure
RO	Reverse Osmosis
SHE	Safety, Health & Environmental
SHEQ	Occupational Safety, Health, Environmental, and Quality
SOW	Scope of Work
<b>Unit</b>	<b>Description</b>
AVR	Automatic Voltage Regulator
AC	Alternative Current
Kv	Kilovolts
HVAC	Heating Ventilation and Air Conditioning

## **1.5 ROLES AND RESPONSIBILITIES**

Roles and responsibilities are as follows:

Senior Engineer – Compile the scope of work for the contract

## **1.6 PROCESS FOR MONITORING**

The QCPs on incoming product and services rendered by the supplier will be done and all materials are to be signed off by the system engineer and hold/witness points should be marked to ensure the quality of the supplied goods is according to standard.

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### **1.6.1 Documentation Submission And Recording**

The supplier is to provide the following documentation.

- Medical and induction certificates
- Safety file
- Quality Control Process files (for quality assurance)

### **1.6.2 Plant Codification**

Matla Power Station uses the AKZ numbering system.

## **EXCLUSIONS**

The following shall be noted as exclusions as per this scope of work:

- **The Contractor shall not be responsible for the supply of spares**
- Subcontracting shall not be permitted, unless declared and accepted prior to contract placement

## **CONSTRAINTS ON HOW THE SUPPLIER PROVIDES THE GOODS**

- A clarification meeting to be held 3 weeks subsequent to the issuing of the enquiry to confirm the scope of the Works and to confirm spares identification. All questions can be forwarded to the Employer during this meeting. Where more than one Supplier is available, all responses from the Employer will be forwarded to all Suppliers, regardless of which Supplier required the clarification.

## **DOCUMENTATION CONTROL**

- All Paperwork for planning shall be submitted to works management.

## **SHEQ**

The *Employer* reserves the right to request certification from the *Supplier* that proves compliance to relevant SHEQ legislations, standards and procedures. If, during procurement, the *Supplier* is found guilty of contravention of any SHEQ legislations, the *Employer* shall, at *Employer's* discretion, cancel the contract and the *Supplier* shall be liable to all the costs incurred therein.

## **1. Quality assurance and control requirements**

- 3.3.1 The contractor complies with the employer's quality requirements as specified in standard BIA/QA/STD01
- 3.3.2 Matla Power Station has quality assurance and control procedures in place. The contractor liaises with the quality control department to become familiar with the quality documents and procedures used on-site and to recommend changes for improvement, whenever possible.

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#### **4 Additional conditions**

- i. This contract and all information associated with its management is confidential and may not be divulged beyond the provisions stated within the contract. Should the Contractor violate this condition, the Contract Service Manager may terminate this contract forthwith and nullifying any outstanding or further claims by the Contractor.
- ii. Neither the Contractor nor the key persons may have any interest, pecuniary, material or otherwise in any work arising from, impacting, or influencing the Contractor's ability to impartially fulfil the Scope of this contract, be it of a service or supply nature. The Contractor and the key persons are to declare any interest, pecuniary, material or otherwise, in any tender, offer or quotation to the Project Manager for any other work, supply or service, to the Employer's Agent at the time when such tender, offer or quotation is submitted. The Contract Service Manager interpretation of a situation shall apply where there is a conflict.

#### **5 Defects Correction Period**

Due to the different nature of defects, and the different risks associated with trips, the defect correction period as specified in the Contract Data varies per defect, as indicated by the *Contract Service Manager*.

- Priority 1 – 24 hours – All modifications which may affect the operation of Matla Power Station.
- Priority 2 – 2 days – Investigations and feasibility studies.
- Priority 3 – 1 week – Repairs.

#### **Provision of bonds and guarantees**

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

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

#### **Insurance provided by the *Employer***

Refer to the insurance part of the contract
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#### **Management of work done by Task Order**

All work is performed in accordance with the Task Order provided.
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**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

#### **Annexure D: Quality assurance requirements**

<b>QUALITY CAT 2</b>	
SECTION A: Quality Management System Requirements ISO 9001 (Option 1) Valid certification of Quality Management System by an ISO accredited body	<ul style="list-style-type: none"> <li>- A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant</li> <li>- A.2 Certificate by Approved and Authorized certification authority</li> <li>- A.3 Certification Authority has Recognized International Accreditation</li> <li>- A.4 Validity (expiry date) of certificate</li> </ul>
SECTION A: Quality Management System Requirements ISO 9001 (Option 2) Objective evidence of documented QMS that is not certified but complies with ISO 9001	<ul style="list-style-type: none"> <li>- A.1 QMS Manual or a document that defines and describes the QMS and its scope</li> <li>- A.2 Quality Policy Approved by top management.</li> <li>- A.3 Quality Objectives Approved by top management.</li> <li>- A.4 Control of documented information (i.e., document and record control) Clause 7.5 of ISO 9001:2015</li> <li>- A.5 Documented information for Control of nonconforming outputs Clause 8.7 of ISO 9001:2015</li> <li>- A.6 Documented information for Nonconformity and Corrective action Clause 10.2 of ISO 9001:2015</li> <li>- A.7 Documented information for Internal audit Clause 9.2 of ISO 9001:2015</li> </ul>
SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)	<ul style="list-style-type: none"> <li>- B.1 Documented information for defined roles, responsibilities, and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)</li> <li>- B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation</li> <li>- B.3 Latest copy of an internal management system audit report (with Nonconformity, Correction and/ or Corrective Action Reports) - Report must include but not limited to Objective, Scope, Criteria, and outcomes of the audit. (Clause 9.2 of ISO 9001:2015)</li> <li>- B.4 Latest copy of a certification management system audit report not older than 12 months (with Nonconformity, Correction and/ or Corrective Action Reports)</li> <li>- B.5 Records of Management Review meetings (minutes, attendance registers etc.)</li> </ul>
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698). Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)	<ul style="list-style-type: none"> <li>- NB! Draft Contract/Project Quality Plan has important QA deliverables as per template provided</li> </ul>

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

<b>Environmental Policy</b>	
<b>Environmental Policy</b>	The contractor must submit an Environmental Policy and proof of communicating it with the employees (project team). The policy should demonstrate your organization (top management)'s commitment to protection of the environment which is not only intended to prevent adverse environmental impacts through prevention of pollution, but to protect the natural environment from harm and degradation arising from the organisation's activities, products and services . The policy must also demonstrate commitment to compliance with legal and other requirements, prevent pollution and continually improve environmental performance.
<b>Environmental Aspects and Impacts Register</b>	The contractor shall determine the aspects related to the scope of work. Aspect is an element of organization's activity, products or service which may interact with the environment and may cause negative or positive impact. While impact – refers to any change on the environment whether adverse or beneficiary. Changes to the environment, either adverse or beneficial, that result wholly or partially from environmental aspects are called environmental impacts. The environmental impact can occur at local, regional and global scales, and also can be direct, indirect or cumulative by nature. The relationship between environmental aspects and environmental impacts is one of cause and effect.
<b>Environmental Management Plan</b>	The contractor must develop an environmental management plan (EMP) specific to the project .The EMP shall address how activities, which have potential to cause environmental impacts, will be managed during the lifespan of a project. Issues to be addressed may include but are not limited to noise, odour, dust, air quality, water quality, erosion, use of hazardous chemicals as well as waste generated.
<b>Environmental Representative</b>	<b>N/A</b>
SECTION D: Quality Control Plan Requirements (Ref240-105658000 or 240-109253302). QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (RefISO 10005)	- NB! Draft Inspection and Test Plan (ITP) or QualityControl Plan (QCP) based on ALL NEC scope of work activities

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

## **Annexure E: Environmental Requirements**

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

The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years

## Annexure F: Health and safety Requirements

SAFETY AND HEALTH (Category C2)	
<b>Annexure B</b>	Is the acknowledgement of <b>Eskom's SHE rules</b> and requirements form <b>(Annexure B)</b> signed and submitted by the tenderer?
<b>Safety, Health and Environmental Plan for Scope of work not limited to the following:</b>	<ul style="list-style-type: none"> <li>• SHE organization within the Company-Responsibility &amp; Accountability</li> <li>• SHE Incident management</li> <li>• Planning of conduct of work activities including planning for changes and emergency work</li> <li>• Waste management</li> <li>• PPE- Personal Protective Equipment</li> <li>• Emergency planning and fire risk management</li> <li>• Vehicle and driver behaviour safety</li> <li>• Contractor or supplier selection and management</li> <li>• Design and specifications</li> <li>• Competency, training, appointments</li> <li>• Communication and awareness</li> <li>• Management commitment and visible felt leadership</li> </ul>
<b>Baseline SHE Risk Assessment (BRA)</b>	Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA
<b>Valid Letter of Good Standing (COIDA or equivalent)</b>	The date of Expiry should not be later than the date of closing date for the tender
<b>SHE policy signed by CEO/ MD</b>	Comply to OHS Act Section 7 or OSHAS 18001

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

## SD&L – SUPPLIER DEVELOPMENT AND LOCALISATION

### Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

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7	2	4
8	1	2
Non-compliant contributor	0	0

**NB: The following documents are required to claim preference points,**

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

**Tenderer failing to provide documentation for the allocation of preference points will not be disqualified,**

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

## Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

### 2.1 Designated Sectors

**When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer**

a) Is this Commodity or part of it a Designated Sector?

YES	NO
	x

Please indicate below Designated Components

Commodity	Components	Local Content Threshold

**NOTE:** SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnables if applicable.



The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years

## 2.2 CIDB Skills Development

Continuation of Mandatory Requirements											
<p><b>a) Is there CIDB compulsory training?</b></p> <p>If Yes, what is the % of the Construction Skills Development Goal % (CSDG)</p> <p>If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets</p>	YES	NO									
	<input type="checkbox"/>	<input checked="" type="checkbox"/>									
	Not Applicable										
<table border="1"> <thead> <tr> <th>Criteria</th> <th>Eskom Target</th> <th>Tenderer Commitment</th> </tr> </thead> <tbody> <tr> <td>CSDG Percentage</td> <td>N/A</td> <td></td> </tr> <tr> <td>Description</td> <td></td> <td></td> </tr> </tbody> </table>	Criteria	Eskom Target	Tenderer Commitment	CSDG Percentage	N/A		Description				
Criteria	Eskom Target	Tenderer Commitment									
CSDG Percentage	N/A										
Description											
<p><b>NOTE:</b> Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.</p>											

## Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

### Section 3: SDL&I Penalty and Performance Security

### Section 4: Reporting and Monitoring

### Section 5: Market Research

### Section 6: General Information on Validity of Sworn Affidavits

#### CSI Requirements

Corporate social investment initiative contribution of the total contract expenditure is applicable on this contract.

## Working on the Affected Property

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

- The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- The Contractor personnel are required to be in possession of a Contractor's Permit at all times.
- All Contractor personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the works.

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the Contractor's name, contains the following information:
  - Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - Contract Manager signature
- Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Employers Representative, one day before the visit and submitted to the Employer's Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the Employers Representative.
- The Contractor is restricted to the working areas associated with his place of work.
- The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

**Eskom Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

- Matla Power Station Health and Safety Standards
- Specifications for Contractors attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the Employer prior to commencement of work.

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

- Compliance with Eskom & Matla No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Matla Risk Management Department
- Employer's site regulations, covering the following:
  - Clean lines
  - Storage of material
  - Safety precautions and fire prevention
  - Permits to work
  - Other Contractor's work
  - Representation of sub-contractors
  - Constant Supervision for hot work
  - Handing over of works
  - Contractor's Site
  - Disposal of waste, oil residue and sludge
  - Hot Work permit for welding
  - Working at heights
  - Working in and around an area that contains flammable substances
  - Testing for combustible gases
  - Availability of fire extinguishers when working in an area that contains flammable
  - Substances

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

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Contract Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary

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

Any emergency equipment or fire suppression systems to be utilized by the *Contractor* when an emergency arise

Please refer to SHE Requirements for *Contractors*

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

General environmental requirements Matla Power Station ISO14001

## **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.

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

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

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Contract Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

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

It is the responsibility of the *Contractor* to provide his Equipment list to the *Contract Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

## **Site services and facilities**

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

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

### **Refuse Disposal**

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the Employer free of charge.

The Contractor ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

### **Supply of Electricity**

- Employer will make available to the Contractor 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the Contractor
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

### **Medical Facilities**

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the Employer's First Aid Services are only available for serious injuries and life-threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above Employer's facilities, from the Contractor.

**The Provision of maintenance (Preventative & corrective, removal, installation and repairs), continuous operating and monitoring of all heating, ventilation and air conditioning (HVAC) systems (including filter maintenance and pressurizing fans) at Matla Power Station for a period of five (5) years**

## **Toilet Facilities**

The *Employer* provides the *Contractor* access to toilet facilities.

Temporary chemical toilets are provided by the Contractor where deemed necessary.

## **Provided by the Contractor**

- The *Contractor* shall provide, for his own use adequate size offices.
  - A cleaning service must also be provided.
  - Domestic rubbish will be removed free of charge.
  - The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Contract Manager* on completion of the contract.
  - No such dismantling and clearance work shall be carried out without prior approval by the *Contract Manager*.
  - Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Matla standard PSR 010, and shall be maintained in safe and proper working condition.
  - The *Employer* shall have the right to stop the Contractor's use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- 
- Site Location
  - 
  - The boundary of the site is within the Power Station boundary fences.
  - The Contractor is to mark the boundaries of his site clearly.
  - The Contractor is to ensure that all his material and equipment is always within the boundaries of his site.
  - A site for the Contractor will be provided if needed. (The exact position will be determined on site).
  - The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
  - The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
  - The *Contractor* shall not occupy any site area other than that located to him
  - On completion of the service on Site, all areas allocated to the Contractor shall be re-instated to their former condition to the satisfaction of Employer

## **Contractor's site requirements**

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the service
- Including the following:
- 
- The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the Contractor.
- Any damage to installed lighting is repaired at the *Contractor's* expense.
- The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Telephone connections may be available, and the *Contractor* applies via the *Contract Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of *Contractor's* yard
- Temporary lighting to ensure safe working conditions.

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### **Accommodation**

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*. The *Contractor* or any of his employees are allowed to use the Employer's dining facilities, for as long as it is permitted by group finance or and by Matla Power station management

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

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Matla Power Station's premises. Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Contract Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

### **Tests and inspections**

As per Scope of Work

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

As per scope of work