



NEC3 Term Service Contract (TSC3)

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

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

for The provision of maintenance and engineering service on the Turbines control and protection systems installed at Grootvlei Power Station on an “as and when” required.

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

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**No of
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[to be inserted from Returnable Documents at award
stage]

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[to be inserted from Returnable Documents at award
stage]

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C1.1 Form of Offer & Acceptance

Offer

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

The provision of maintenance and engineering service on the Turbines control and protection systems installed at Grootvlei Power Station on an “as and when” required.

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number:			

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Employer			
Name & signature of witness	(Insert name and address of organisation)	Date	

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:		For the Employer
Signature			
Name			
Capacity			
On behalf of	<i>(Insert name and address of organisation)</i>		<i>(Insert name and address of organisation)</i>
Name & signature of witness			
Date			

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011- 800 2101
	Fax No.	011- 800 5684
10.1	The <i>Service Manager</i> is (name):	
	Address	Grootvlei Power Station Private Bag X Grootvlei 2420
	Tel	
	Fax	
	e-mail	

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

11.2(2)	The Affected Property is	Eskom's property at Grootvlei Power Station.
11.2(13)	The <i>service</i> is	The provision of maintenance and engineering service on the Turbines control and protection systems installed at Grootvlei Power Station on an "as and when" required.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Spares obsolescence • International OEM Support • System ageing
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 hours to respond to call and 24 hours to avail resource
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the <i>Contract Date</i>
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	Sixty (60) months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted</p>

		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.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional Employer's risks	Possible Power Station closure
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Two (2) weeks.
11	Data for Option W1	
W1.1	The Adjudicator	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

	Address	
	Tel No.	
	Fax No.	
	e-mail	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared by
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	The <i>Contractor</i> will be penalised up to a maximum of 10% of the task order value based on the service level table

X17.1	The <i>service level table</i> is in	Appendix A
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"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<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> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	Twelve (12) months after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Three (3) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
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> .	

Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Joint ventures
Z2.1	If the <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.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
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.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Adjudicator</i> 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	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor's</i> 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 <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer's</i> 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 <i>Contractor</i> 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	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the Employer terminates the Contractor's obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the Employer does not have a contractual bond with the Committing Party, the Contractor ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12_1 Replace core clause 83 with the following:

Insurance cover	83															
	83.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.														
	83.2	<div>The <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.</div> <div><table><tr><th colspan="2">INSURANCE TABLE A</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td><div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div><div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div></td></tr><tr><td>Loss of or damage to Plant and Materials</td><td><div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div><div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div></td></tr><tr><td>Loss of or damage to Equipment</td><td><div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div><div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div></td></tr><tr><td>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</td><td><div><u>Loss of or damage to property</u></div><div>The replacement cost</div><div><u>Bodily injury to or death of a person</u></div><div>The amount required by the applicable law.</div></td></tr><tr><td>Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract</td><td>The amount required by the applicable law</td></tr></table></div>	INSURANCE TABLE A		Insurance against	Minimum amount of cover or minimum limit of indemnity	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>	Loss of or damage to Plant and Materials	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>	Loss of or damage to Equipment	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>	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	<div><u>Loss of or damage to property</u></div> <div>The replacement cost</div> <div><u>Bodily injury to or death of a person</u></div> <div>The amount required by the applicable law.</div>	Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
INSURANCE TABLE A																
Insurance against	Minimum amount of cover or minimum limit of indemnity															
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>															
Loss of or damage to Plant and Materials	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>															
Loss of or damage to Equipment	<div>The replacement cost where not covered by the <i>Employer's</i> insurance.</div> <div>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</div>															
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	<div><u>Loss of or damage to property</u></div> <div>The replacement cost</div> <div><u>Bodily injury to or death of a person</u></div> <div>The amount required by the applicable law.</div>															
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law															

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer	86																							
	86.1	The Employer provides the insurances stated in the Insurance Table B																						
		INSURANCE TABLE B																						
		<table><tr><th>Insurance against or name of policy</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>Per the insurance policy document</td></tr><tr><td>Contract Works insurance</td><td>Per the insurance policy document</td></tr><tr><td>Environmental Liability</td><td>Per the insurance policy document</td></tr><tr><td>General and Public Liability</td><td>Per the insurance policy document</td></tr><tr><td>Transportation (Marine)</td><td>Per the insurance policy document</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>Per the insurance policy document</td></tr><tr><td>Terrorism</td><td>Per the insurance policy document</td></tr><tr><td>Cyber Liability</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>Per the insurance policy document</td></tr></table>	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
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																							
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Motor Fleet and Mobile Plant	Per the insurance policy document																							
Terrorism	Per the insurance policy document																							
Cyber Liability	Per the insurance policy document																							
Nuclear Material Damage and Business Interruption	Per the insurance policy document																							
Nuclear Material Damage Terrorism	Per the insurance policy document																							

Z13 Nuclear Liability

- Z13.1** The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2** The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3** Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

Z15	<i>Employer's right to terminate the contract</i>
Z15.1	The <i>Employer</i> will review the contract as and when required and reserve the right to reduce the number of people or to terminate the contract if the service is no longer required
Z15.2	The <i>Employer</i> reserves the right to terminate the contract when Grootvlei Power station stop operating before the contract expires
Z15.3	The <i>Employer</i> reserves the right to terminate the contract when the contract value is exhausted or finished before the end of the contract period.

Annexure A:

Key Performance Indicators

- Availability and reliability
- Meantime to repair – Turnaround time to repair faults (critical & non-critical)
- Periodic tests
- Safety compliance and statistics

Criteria	Weight	Unit	Target	Penalty 3%	Penalty 5%	Penalty 10%
Meantime to repair - Turn-around time to repair faults (critical & non-critical)	20%	Hrs	8hrs	Above 8hrs to 24hrs	Above 24hrs to 48hrs	Above 48hrs & max
Safety compliance (findings)	20%	Number	100%	1	2 to 3	4 to 5
Quality – number of QCP logged versus the activity e.g. work on 2X front X/Y probes and 3 X Shaft positions, it means 5 QCPs to be logged, This will be depended on the number of QCPs to be logged ,	10%	Number	100%	1 not logged	Half total not logged	All not logged
Availability and reliability of the system	25%	Number	100%	60% system defective	80% system defective	100% system defective
Local Preliminary incident investigation report to be issued within one week from date of incident	25%	weeks	100%	>1 and <=2 weeks from date of incident	>2 and <=3 weeks from date of incident	>3 weeks from date of incident
Total rating	100%					

The Low service Damages calculation will be based on the last task order amount per month and the total amount of the damages shall not exceed 15% of the task order value.

Example: Criteria for late feedback report falls within the 15% penalty, then:

Penalty Amount = Task Order Value* Weight Percentage * Penalty Percentage

The Parties have agreed to the following Low Service Damages as a reasonable estimate of additional costs or damages. The damages will only be charged to the Contractor if it solely due to the fault of the contractor

The Contractor will pay damages to the Employer after receipt of an accurate invoice from the Employer and not as a setoff against this Agreement. The damages contained in this article are the Employer's sole remedy, and Contractor's sole Liability, for the Contractor's fault under this clause of the Agreement. The Employer will submit the invoice for damages within 30 days after the costs or damages arose or the Employer waives their rights to claim such damages.

The system availability measure will be discussed with the service providers in the negotiations meeting,

The Employer will have the right to terminate the contract if the penalties exceed 30% of the contract value.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

	Experience:	
		CV's (and further key person's data including CVs) are in .
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
	The provision of maintenance and engineering service on the Turbines control and protection systems installed at Grootvlei Power Station on an “as and when” required. .	
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	3

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item no.	Description	Unit	QTY	Rate	Total	No of Years	Total Price
1	Safety induction and medicals (Annually)	No.	2			5	
2	Safety file (once off)	Sum	1			1	
3	Personal protective equipment	No.	2			5	
4	Tools – e.g. hand tools (actual)	sum				5	
The total of the preliminaries and general's Safety Prices (excluding VAT)							

Item no.	Description	Unit	QTY	Hrs per month	Rate	Total	No of months	Total
1	Technician	HR	1	160			60	
2	Specialist (Engineering support)	HR	1	80			60	
3	Contract Administrator	HR	1				60	
The total of the monthly service Prices (excluding VAT):								

Item no.	Description	Unit	QTY	Hrs per month	Rate	Total	No of months	Total
1	Technician @ 1.5	HR	1	60			60	
The total of the monthly service Prices (excluding VAT):								

Item no.	Description	Unit	QTY	Hrs per month	Rate	Total	No of months	Total
1	Technician @ 2	HR	1	30			60	
The total of the monthly service Prices (excluding VAT):								

Item no.	Description	Unit	QTY (monthly)	Rate	Total	No of months	Total
1	Travelling	km	3000			60	
	The total of the Services and Travelling over five years Prices (excluding VAT):						

Item no.	Description	Unit	QTY (monthly)	Rate	Total	No of months	Total
1	Formal training - Mauell	no	20			60	
	The total of the Services and Travelling over five years Prices (excluding VAT):						

Document reference	Title	No of pages
	The provision of maintenance and engineering service on the Turbines control and protection systems installed at Grootvlei Power Station on an “as and when” required.	
C3.1	This cover page <i>Employer’s Service Information</i>	1
C3.2	<i>Contractor’s Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The *Contractor* is expected to provide maintenance and engineering services on the turbine control and protection system at Grootvlei Power Station.

The services required include but not limited to the following services mentioned below:

1.2 Employer's requirements for the service

The *Employer's* objectives for this contract include:

- Maintaining and improving the efficient operation of its turbine control systems;
- Encourage a long-term commercial relationship with the Contractor based on mutual trust, commitment to goals and an understanding of each party's expectation and values
- Ensure the application, implementation and development of appropriate maintenance policies and updating of maintenance techniques;
- To ensure that the Contractor shall provide adequate resources capabilities to support the Employer's objectives. The Contractor shall develop contingency plan to mitigate the risk associated with resources skill availability
- To ensure that the Contractor shall provide personnel who have knowledge, skills, experience and competency on Power Generation process in order to provide service required by Grootvlei Power Station.
- To ensure that the Contractor shall effectively transfer skills to The Employer's staff.
- Ensure that the Contractor compile the assessment report on the 25th of every month and discuss it with the Employer
- Ensure that the Contractor submit the invoice, reflecting assessment date, of the agreed amount before the 28th of every month.

1.3 Technical advisory services

The *Contractor* will provide turbine protection and control systems maintenance support at Grootvlei Power Station. A C & I technician dedicated to Grootvlei Power Station will provide the service. On the high-level work, the *Contractor* will be required to consult specialist to seek advice on engineering matters, including the following:

- Identification of technical problems.

- Solution of technical problems.
- Repair methods and maintenance philosophies.

The *Contractor* is required to provide the technical support, advice to *Employer* for control systems related fault and abnormalities as and when required. It is the requirement of this contract that the *Contractor* undertakes activities in terms of this contract to design, perform modifications, inspect and or repair controls and protection systems for turbine and or auxiliary plants in accordance with the appropriate design standard and codes of practice.

The *Contractor* provides the *Employer* with the information on the latest engineering design and developments that may improve the plant design to the benefit of the *Employer*.

1.4 Maintenance service

- Working alongside with Eskom C&I maintenance personnel performing the corrective and preventative maintenance activities and execute them in accordance
- Perform calibration on all the field devices (related to turbine centreline) in accordance with the Employers standards
- The supervision of maintenance activities to ensure quality and productivity targets are achieved.
- The development of work instructions and procedures for maintenance activities
- The development of bills of material for maintenance activities
- Perform first line investigation and diagnosis of the plant deviations to determine what work is required.
- The Contractor will be required to perform maintenance of the turbine protection and control systems by availing himself for the entire week once a month, to ensure the system is still reliable and performing as per expectation.
- The Contractor will be required to perform maintenance of the turbine protection and control systems during outages. This applies for both planned and unplanned outages. In such an event, if additional resources are required, the Contractor will notify the Employer and both parties will agree the number of resources.
- Perform faultfinding and replacement of appropriate modules or equipment on the system.
- The planning scheduling and recording of all plant history is done by the Employer's planner via Employer's SAP system

1.5 Service Provider (where applicable, will provide engineering service)

The contractor's responsibilities towards the *Employer* are as but not limited to the following:

- Development of maintenance strategies and plans.
- Perform incident investigation and determine the root cause analysis in according to SA labour law. These are applicable to all trips and other investigations. The Contractor shall be available to perform investigation for unit trips when needed
- The notification of all failures not attributing to normal wear, and or frequency / repeated failures of the components.
- Compile data for technical plan and life of the plant plan.
- Advice to compile outage scope of work applicable to this contract.
- Compile the list of outage spares and assist the Employer in sourcing spares in time.
- Liaise with system engineers in investigation, design and execution of modifications, which are applicable to this contract.
- Assist with compilation of the spares management strategy applicable which is applicable to this contract.
- Optimise control system, applicable to this contract.
- Compile operation instruction applicable to this contract.
- Optimise the operation instruction to enhance the smooth operation of the plant.
- Perform protection test as when required.
- The Contractor will be required to analyse plant or equipment history on SAP, review and update the maintenance strategies accordingly.
- Compile reliability-based optimisation (RBO) plans for all turbine control and protection equipment.
- Support all initiatives on site aimed at improving plant safety, reliability and availability.
- Advice the Employer on good engineering practices to improve plant performance and ensure long plant health.

2 Plant for which service is required

- Main turbine control and protection system including instrumentation as delivered commissioned and handed over according to Eskom contract
- OPC for process control: The Contractor may be called upon to provide technical assistance on the other plant areas not listed above where this advice falls within the Contractors areas expertise. Where the Contractor is unable to accurately conduct a

risk assessment of any technical advice provided, this should be brought to the Employers attention to highlight the possible risk involved with the implementing such recommendation.

3 Deliverables

The *Contractor* maybe asked to perform any or all of the following services in connection with the contract:

3.1 General requirement applicable to all *Contractor* employees

Provide advice to the *Employer* in order that the following to be executed.

- Approve and/or compile technical specifications for plant operation and maintenance.
- Quality control advice within the preferred Contractors or Employers QA procedures for general overhaul and plant inspections.
- Co-ordinate plant re-commissioning in conjunction with other Contractors.
- Assist with compiling technical specifications.
- Carry out ad-hoc audit reviews of operation and maintenance practices and report any deviations to the Employer.
- Provide detailed reports to Employers representatives when requested to do so.
- Attend all meetings as deemed necessary by the Employer.
- Provide service matrix on the turbine and commissioning functions.
- Develop training material on pre-determined list of topics as and when required.
- the Contractor will be required, where practical, to provide hands on training for the Employers staff whenever maintenance or engineering work is carried (i.e. Eskom should be permitted to act as observers of the work being performed and also, where necessary, be given the opportunity to gain hands-on experience of the type of maintenance being carried out).
- Provides all necessary, data and historical records required to ensure the performance of the required services.
- Provide information/input to the Employer for the Life plant (LOPP).
- Monitor plant performance on a continuous basis and advise the Employer on methods to optimize the working life of plant.
- Report and monitor repair time and quality of any plant problems detected.
- Provides Employer with relevant information on failures and breakdowns of similar plant supplied by the Contractor to other utilities.
- Investigate and report on turbine occurrences as requested by the Employer.

3.2 Outage Related Activities

During the course of an overhaul (planned outage), or during breakdowns (unplanned outages) and repairs, the *Contractor* will provide the following:

- Revision, monitoring and updating of relevant documentation to ensure correct application of operating and maintenance procedures.
- Monitoring of turbine plant performance, particularly prior to and following shutdown and general overhauls in conjunction with the Employer.
- Observe deviations from recommended procedures and good practices applicable to operation, maintenance, and report to the Employer.
- Determination of the maintenance requirement and the scope of work, prior to general overhaul; and specialist services required from the Contractor.
- Advise the Employer on the spares handling by identifying spares to be held in terms of quantity and quality, to support planned overhauls and other maintenance activities.
- Compiling and issuing the final outage report.

Note: for planned Outage:

The *Contractor* will be notified in writing of all planned outages at least one month in advance before commencement of such outage by the *Employer* so that the *Contractor* can arrange for back-up manpower in the event the services of the back-up manpower is required for whatever reasons (i.e. to replace someone who maybe off sick, or for any other legitimate reasons without negatively affecting the outage). The *Contractor* requires a maximum of 2 days replace someone who may feel sick during planned outage to ensure continuity of the work planned for the outage.

3.3 RTS Commissioning Related activities.

The *Contractor* will be required to perform activities related to return to service. The activities will include but no limited to the following activities:

- Installation of all field instruments and equipment's that are associated with main turbine centerline control and protection, stress monitoring supervisory and on-line vibration conditioning monitoring systems.
- Protection checks of field equipment's and instruments.
- System configuration.

- Stroking of hydraulic valves (ESV's and Governor Valves).
- Engineering support to achieve turbine barring milestone.
- Engineering support to achieve Turn on Steam (TOS) milestone.
- Engineering support to achieve Sync milestone.
- Optimization and capability related to turbine control
- Checking of active simulations
- Maintain engineering interface with third party systems.
- Provide documentations (Test results, and inspections paper work (signed off IC paperwork).
- Clearance of outage defects

Note: these activities may require additional resources to be deployed, subjected to availability.

4 Reporting

The *Contractor* shall submit reports to the *Employer* monthly and on as and when required basis.

The report shall include amongst others the following:

- Risks to production and long-term plant health
- Comments on the technical status of the units
- Recommendations for performance improvement
- Defects
- Operating history
- Spares recommendations
- Safety related issues and
- Progress on Preventative Maintenance.

A report shall be submitted specifically for all planned and unplanned outages. The Contactor and Employer will agree upon the submission dates for these reports and it will change from time to time. The report shall include at minimum:

- Quality control issues and documentation
- Recommendations on refurbishments
- Spares recommendations
- Any other issues to take note of for future

5 Suitability and technical ability of staff

The *Employer* reserve right to reject any *Contractor's* employees for any reasonable cause even though the employee had previously been suitable for work performed under the contract.

Note: the possible rejection of any *Contractor* employee will need to be discussed and agreed with the *Contractor* before rejection accepted by *Contractor*. The *Contractor* will try to find a suitable replacement. If unsuccessfully, the *Contractor's* obligations to the Contract may be terminated.

6 Workshop and equipment

- Specialised equipment (laptop) which may be available at Grootvlei Power Stations (C & I Maintenance) will be provided by the Employer to the Contractor.
- All test equipment that belongs to the Employer, that are handed to the Contractor will stay the property of the Employer, but the Contractor is responsible for the maintenance, safety, calibration and repairs if required
- The Contractor will be responsible for the safekeeping of any such equipment, its protection against damage or misuse, and its replacement if damaged for the period that it is in the Contractor's possession.
- The Contractor will be required to sign acceptance letter verifying all the equipment's received. The workshop will be audited on frequent basis to determine compliance to all requirements and to verify availability of all equipment.
- All test equipment used by the Contractor should comply with legal requirements

7 Receivables

The *Employer* shall undertake to provide:

- Workshop, lockable office space with LAN connection.
- Drawings, control and operating philosophies and any other pertinent information required by the Contractor in order to provide the Services as per the contract requirements

8 Exclusion

- All maintenance on field instruments which are not applicable to turbine control and protection system

- Distributed Control system (DCS) and its associated equipment.
- Maintenance of any other plant

9 Spares management

9.1 Critical spares (Priority 1 spares)

- These spares are critical to production and the safe operation of the system.
- Both the Employer and the Contractor identify these spares and the Employer does the procurement thereof. The spares will be stored at the Employer's premises, where they are available to the Contractor's as and when required.
- The Employer will provide safe storage and control the movement of these spares. The Contractor will be required to advise the Employer on the storage requirements for the critical spares.

9.2 Consumable spares

- Both the Employer and the Contractor identify these spares and the Employer does the procurement thereof.

10 Call outs

- The service provider is required to respond to supervisors/Engineer call within 2 hours and organize their technicians within 24 hours. Note – that the contractor maybe called for telephonic assistance by Employer as and when required within reasonable limits

11 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
C&I	Control & Instrumentation
PTW	Permit To Work
PPE	Personal Protective clothing
SHEQ	Safety, Health and Environmental Quality
IBI	Integrated Business Improvement
TSC	Term Service Contract
NEC	New Engineering Contract
SAQCC	South African Qualification and Certification Committee for fire industry
NFPA	National Fire Protection Association Codes and Standards

12 Management strategy and start up

12.1 The Contractor's plan for the service

The Contractor's plan for service is in line with the Employer's requirements for service as stipulated under (1.2 Employer's requirements for the service) above.

12.2 Management meetings

The *Contractor* shall meet on a monthly basis with the *Employer* on the date that will be agreed upon contract kick-off meeting.

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly on last Friday of the month	Grootvlei Power Station	<i>Employer and Contractor</i>
Maintenance and repairs undertaken	Monthly on last Friday of the month	Grootvlei Power Station	Eskom Employees and <i>Contractors</i>
Breakdowns	Monthly on last Friday of the month	Grootvlei Power Station	Eskom Employees and <i>Contractors</i>
Inspection findings	Monthly on last Friday of the month	Grootvlei Power Station	Eskom Employees and <i>Contractors</i>
Incidents	Monthly on last Friday of the month	Grootvlei Power Station	Eskom Employees and <i>Contractors</i>

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12.3 Contractor's management, supervision and key people

- The Contractor complies with all site regulations issued by the Employer.
- All work valued in accordance with the price list unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for monthly costs and for each Task Order.
- Some of the scope listed is dependent on unit outage or cold reserve, and may be planned or unplanned. It is therefore necessary to note that the works maybe performed as and when required or depend on the state of the plant.
- The Employer must approve all subcontractors. If the Contractor is uncertain of the approval status of the vendor, the Contractor must formally request conformation from the Employer. Preference will be given to subcontractors that meet SMME/BBBEE/BEE/BWO status on the Employer's vendor list.
- The Contractor does not procure the service of the subcontractor without prior written of the Employer.
- All information acquired by the Contractor during this contract for the works above becomes the property of the Employer at the end of the contract.
- The technician(s) must be available for the full working day as based on Grootvlei Power station working time (07H15 to 16H30 Monday to Thursday and 07H15 to 12H15 Friday) – one entire week every month
- Note - that the Contractor maybe called for telephone assistance by Employer as and when required within reasonable limits
- Technician(s) to attend the relevant outage and or planning meetings include the daily morning C&I section meeting of the Employer while on site
- The Contractor may use any Equipment fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.
- The Contractor and his employees are required to conduct themselves at all times in a proper and orderly manner while on the Employer's premises. Eskom code of Ethics applies
- The Contractor is required to clean and remove any debris and rubble arising from any work done under any agreement originating from this Contract to ensure that the Employer's premises are left in a clean condition after doing any work.

- The Contractor and its employees required to work onsite must first obtain the required access permit for site before commencing any work. This is obtained by completing a site specific induction, medical and associated paper work. No vehicles will be allowed access to site unless this has been pre-approved by the Project Manager / Risk and Assurance Manager and a valid permit for vehicle access has been issued.
- Eskom has embarked on Integrated Business Improvement (IBI) principle for their project activities, the Contractor shall be required to attend the available course at the Employer's premises at the Employer's cost.
- The Contractor will be required to be authorised to work on the red zone area.
- The Contractor will be required to support Reliability Base Optimisation (RBO), Integrated Risk Management (IRM) and works management implementation.
- Only parts that meet the original manufacturer's requirements shall be used.

12.4 Documentation control

The *Contractor* shall provide all documents as requested by *Employer*, e.g. completed Task Orders, assessments reports, risk assessment, medical certificates, etc.

12.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to :

Eskom Holdings Limited, Grootvlei Power Station, Accounts Payable Section, P/Bag X, Grootvlei, 2420, and include on each invoice the following information:

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

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

12.6 Contract change management

It will be discussed as the need arise and both parties must agree with the proposed change. Then the addendum must be compiled and approved by adjudication committees

12.7 Records of Defined Cost to be kept by the Contractor

The employer has the right to request the records of defined costs

13 Training workshops and technology transfer

13.1 On the job training

The *Contractor* will provide the on job training for the *Employer's* staff as per agreed schedule without compromise to the plant. The purpose of the training will be to familiarise the *Employer's* staff to provide the basic system operating knowledge. The *Contractor* will be required to continuously train the *Employer's* staff for the contract duration provided the Employees to be trained are available.

13.2 Formal training

The *Contractor* agrees to design and deliver the formal Turbine centreline control and protection training to *Employer* according to a mutually agreed requirement and or programme

Note:

A formal training programme will be agreed upon in the first month of the contract coming into force. Every 6 months progress will be assessed and available skills certified.

The purpose of the training will be to familiarise technical staff with different systems and provide the necessary knowledge. Training will not be limited to the *Employer's* technical staff only, but will also include other *Contractors* that have been appointed by Eskom to perform related work at Grootvlei Power Station.

The *Employer's* staff will be assessed for competency after training has been provided on difference systems at six months intervals. The *Employers* expectation shall be outlined in terms of skills matrix. The *Contractor* will be required to submit the competency assessment criteria to the

Employer for acceptance. The *Employers* staff requiring training shall have suitable Technical qualifications and experience with the plant with the plant and equipment covered by this agreement as a prerequisite for successful training by the *Contractor*.

14 Design and supply of Equipment

All designs, drawings and other technical information relating to the works, including software and computer codes provided by the *Contractor* under the Contract, and the intellectual property rights contained therein acquired by the *Contractor* prior to or during the preparation of its offer or in the course of performing its obligations under the Contract shall be and remain the property of the *Employer*.

15 Management of work done by Task Order

Both a Task Order and an Assessment Report will be issued in writing by the *Employer* at the beginning of each quarter before the task is performed

The *Contractor* must accept the Task order by signing it and returning a copy thereof to the *Employer* as soon as possible

On the 25th of each month, an assessment will carried out by the *Contractor* by completing, signing and returning the Assessment Report to the *Employer* in order to verify the completion of the task as per the Task Order.

The *Contractor* shall then then create a Tax Invoice and forward it to the *Employer* for the attention of Finance Department.

The *Contract Supervisor* shall then create the Service Entry, which will facilitate task payment.

15.1 Correction of defects

The defects will be rectified /repaired in accordance with works management procedure.

Recurring defects shall be escalated to Contractor's Service Manager as soon as possible, and thoroughly investigated in order to provide an amicable solution

16 Health and safety, the environment and quality assurance

16.1 Health and safety risk management

The *Contractor* must comply with the requirements of Occupational Health and Safety Act (85 of 1993) or OHS Act (85 of 1993)

In addition, the Contractor must adhere to the following requirements:

- Cost of Contractor's medical examination, safety induction are for the Contractor's account.
- Contractor is responsible for procurement of PPE and equipment in accordance with the OHS Act (85 of 1993) and site specific requirements, including the use thereof as necessary.
- The Contractor shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services.
- The Contractor shall upon entering Grootvlei Power Station, abide by the Cardinal Rules or Life Saving Rules. These will be provided by the Employer on the start of the contract.
- The Contractor shall ensure that all the documents required by SHE specification 240-73416879 check list are in place on the contract start date
- The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Contractor will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the Contractor of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.
- The Contractor implements and submit a safety plan which complies to safe working procedures and it must be approved by the Employer before the contract start date.
- Before work starts on site, an inaugural meeting is held with the Contractor and the Service Manager to explain all requirements of the Site Regulations.
- Before work starts on site, an inaugural meeting is held with the Contractor and the Service Manager to explain all requirements of the Site Regulations.
- The Contractor shall conduct a task risk assessment prior to commencement of any task, and shall ensure that a PTW is issued where applicable or Limited Access Register is completed before any work commences.
- The Contractor to conduct job observation and continuous risk assessment throughout the duration of a task.
- The Employer has the right to stop the Contractor's work activities which, in the opinion of Employer, is un-safe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Employer satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.
- The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the plan. Any deviations will be corrected to the Employer's satisfaction.

- The contractor shall be required to compile the reports which is in line with SHE Incident Management Procedure (32-95) Rev1 and submit it to Employer incise there is an incident involving their employees and also applicable to this contract

16.2 Environmental constraints and management

The *Contractor* must familiarise themselves with the waste management policies and procedures (240-28981069 and 240-29828394 respectively) within 14 days from date of contract awards, and must comply with the environmental criteria and constraints stated in the policy document. The requirements include the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the *service manager* as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

16.3 Quality assurance requirements

- The Contractor implements a quality system and maintains the quality system until the completion of the whole of the Works. The system, will as a minimum, comply with the provisions of the ISO9001 and the Eskom Supplier Contract Quality Requirements Specification (240-105658000). The system will be to the Employer's satisfaction and will be accepted prior to the commencement of any work on site.
- The Contractor is responsible for defining the level of Quality Control Plan (QCP) or inspections to be imposed. The level should be based on criticality of plant and material and must be submitted to the Service Manager for acceptance prior to the commencement of any work activities.
- The Contractor compiles a data package of relevant drawings, test certificates, design checks and other technical information for each section of work or Task Order which is to be reviewed and signed off by the Supervisor or Employer Representative.
- The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the system. Any deviations will be corrected to the Employer's satisfaction.
- The Service Manager has the right to stop the Contractor's work activities which, in the opinion of Service Manager, does not meet the requirements of the system and will have a detrimental effect on plant performance.
- The Contractor may only continue with work activities when all deficiencies have been corrected to the Employer's satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.
- The Contractor ensures that all plant and materials for the Works are to the standard and quality accepted by the Employer and ensures that they are suitable for the purpose intended by the manufacturer.
- The Contractor will work according to the Employer's standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are

available, the Contractor will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

- The contractor will ensure that they facilitate effective and efficient management of incident from the moment it occurs, until it can be audited and mitigated.
- In case the contractor damages the plant whilst executing the scope, the contractor shall rectify the plant and the contract can be terminated thereafter.

17 Procurement

17.1 People

17.1.1 Minimum requirements of people employed

- C & I technician is required to have T3, S4, N6 with Technical Diploma (Light Current C&I) and 2 years or more of service years' experience the Turbine Control (Mauell) and Protection system environments.
- C & I technician is required to have B-tech (Light Current C&I) and 1 year or more of service years' experience the Turbine Control (Mauell) and Protection system environments.
- The specialist is required to have a BTech, or BSC and or equivalent qualification in electrical engineering (light current, Control and Instrumentation) with minimum three years' experience the Turbine Control (Mauell) and Protection system environments.
- Contract administrator must be in possession of matric certificate.
- The contract must have this CIBD grading designation 5

17.1.2 Subcontracting

All *Sub-Contractors* are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Project Manager* confirmation of the status.

The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Project Manager*. Furthermore the contract between the *Contractor* and the sub *Contractor* must be aligned with this contract. Subcontract documentation, and assessment of subcontract tenders

18 Plant and Materials

18.1 Specifications

All Specifications are in the Description of *Works*. The *Contractor* should also note the following:

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the *Works*. The system, will as a minimum, comply with the provisions of the ISO9001:2000 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the system and standards as required by this contract. Any deviations will be corrected to the *Employer's* satisfaction

The *Project Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Project Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Project Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* ensures that all the deliverables are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines.

The *Contractor* will provide all relevant training records to the *Employer* to verify the competency of the staff.

The *Contractor* shall arrange the access permit for his/her employees at their cost

The *Contractor's* employees shall do induction before commencing work at the *Contractor's* cost

Procedures

Below procedures will be issued by Employer's representative in the kick off meeting.

Number	Title	Issued by
	<i>Employer's</i> Health and Safety Requirements	
Act 85 of 93	Occupational Health and Safety Act	<i>Contractor</i>

GVL 0434	Environmental Statement of Commitment	<i>Employer</i>
240-29259745	Environmental non-conformances, corrective and preventative actions	<i>Employer</i>
240-29311739	Occurrence Management Procedure	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Employer</i>
GVL 0391	Contract Quality Management	<i>Employer</i>
32 - 5	Incident Management Procedure	<i>Employer</i>
240-62946386	Vehicle and Driver Safety Management	<i>Employer</i>
32 – 136	Construction Safety, Health & Environment Management	<i>Employer</i>
557-6823	Cardinal Rules	<i>Employer</i>
36 - 583	Cellular phone usage whilst driving and working	<i>Employer</i>

19 Site services and facilities

19.1 Provided by the Employer

Electricity

All points of supply requested by the Contractor are provided in terms of quantity and location at the discretion of the Service Manager

No connection is made to the permanent installation at the Power Station without the prior acceptance of the Service Manager

The Employer guarantees power supply quality and reliability. No guarantees of power supply quality are given and power supply outages of some duration may occur without warning. Planned outages are also a possibility.

The Contractor makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.

220Volts and 380Volts power source will be available near the off-terrace site area. It is the Contractor's responsibility to connect to this power source and obtain statutory Certificate of Compliance for such a connection or installation. The use of this power supply is used to cater for the Contractor's office requirements and is not to be used for any construction purpose. Construction power is available to the Contractor within the main turbine and boiler house.

All installations or equipment connected to a supply of electricity provided free of charge by the Employer shall comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.

The Contractor shall provide, at his own expense, all temporary wiring and cabling to lead power from the point of supply or distribution boards, to the various points where it is required, maintain same and remove on completion

Compressed Air

Compressed air is available for the Works. The variation of pressure in the air supply and or breakdown in the supply shall not be grounds for an extension of time or compensation if it causes a delay.

Ablution facilities

The Employer shall provide ablution facilities to the Contractor.

Sanitary Facilities

All the Contractor's personnel are expected to make use of the Station Terrace sanitary facilities. The Contractor provides additional facilities as required at own cost.

Medical Facilities

The Contractor provides, at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.

Outside the Employer's office hours, the Employer's First Aid Services will only be available for serious injuries and life threatening situations.

The Employer will be entitled to recover the costs incurred, for the use of the above Employer's facilities, from the Contractor.

Water

The Employer provides a water connection point at the Contractor's off-terrace site yard. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing and pumps necessary to lead the water from the Employer's points of supply to the various points where it is required. The Contractor is responsible to maintain these facilities and to remove it at completion of the whole of the Works.

The Service Manager does not guarantee continuity of supply and the Contractor makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

Lighting

Temporary local lighting in accordance with the requirements of the Factories Inspector shall be provided by the Contractor at his own expense. No local lighting will be provided by the Employer, with the exception of the lighting provided for sandblasting facilities. Area lighting immediately outside the boiler and turbine houses and stairway lighting is provided by the Employer.

Ventilation

The Contractor shall make his own allowance for adequate ventilation of works with the exception of the ventilation provided in the in the sandblasting tents which will be provided by the Employer.

Telecommunications

Two-way radio for communication with the Employer;

An office landline for job related calls

Any outside calls will be on the Contractor's account.

Roads

Main access roads are surfaced and complete and may be used by the Contractor with the necessary care. The Employer maintains the site roads, described above, to a fair condition. Any costs incurred by the Service Manager from damage caused to underground services, structures and the like as a result of the Contractor not using the prescribed routes, is recovered from the Contractor.

The Contractor provides temporary access points from the prescribed routes and roads to the points where the Contractor is required to perform work, having first obtained permission in writing from the Supervisor.

19.2 Provided by the Contractor

The Contractor provides Transport including Site vehicle and Tools & equipment for all his employees engaged in the execution of the Works. This includes the needs of his Sub-Contractors.

Site establishment and de-establishment will be at the cost of the Employer.

20 Working on the Affected Property

Under no circumstances will the Contractor do the work without proper PPE and Plant Safety Regulations. The Supervisor or Safety officer on the Contractor's side will make it his duty to make sure that this is properly addressed.

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

Access to site

The Contractor's access to site shall be in line with the Grootvlei Power Station's access procedure. The Contractor shall be required to make an application for his employees to enter site for the duration of the contract, including defects period. The permits shall only be issued once the Contractor's employees have attended the safety induction training and have undergone medical checks. The safety induction will be for the Employer's account. The medical checks will be for the Contractor's account. The Contractor's employees will be also be expected to attend IBI training, which is offered by the Employer. The Employer pays for this training.

If any of the Contractor's employee is transferred from Grootvlei or is leaving the Contractor's employment, the person's permit is handed over to the Employer's security office.

No firearms, weapons, alcohol, illegal substances and cameras (including camera phones) are permitted on Site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry through the security area.

The Contractor provides security necessary for the protection of the works at all times until the completion of the whole of the works.

The Contractor is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Grootvlei site pass through the control points at the main access gate and are required to have temporary permits that are issued to Contractor 's staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate.

No "private work" is carried out for or on behalf of any Eskom employee.

Under no circumstances shall the Contractor recruit outside Grootvlei Power Station's security gate. An applicable local office for recruitment shall be used.

The Contractor makes his own assessment of, and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Site Regulations

- The Contractor is expected to comply with the Grootvlei Site Regulations, a file of which will be given to the Contractor on arrival. The file remains the property of the Consultant for the duration of the contract. The Contractor is responsible for the maintenance and updating of this file, to include new or revised Site Regulations as issued by the Employer during the contract period.
- The Contractor's employees will be required to abide by the Life Saving Rules. These will be issued by the Employer to the Contractor, at the beginning of the contract.
- The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside of Site are out of bounds to the Contractor's employees.
- A maximum speed limit of 40km/h on site must be adhered to at all times.
- All Contractor's permits must be returned to Protective Services on completion of the works.

People restrictions, hours of work, conduct and records

The Contractor shall keep records of his employees working at Grootvlei Power Station, including those of his sub-Contractors. The Contract's Manager shall have access to them at any time. These records may be needed when assessing compensation events.

Employer's Working Hours

The normal working hours are as follows:

Mondays – Thursdays: 07h15 – 16h30.

Fridays: 07h15 – 12h15.

Lunch breaks are 30 minutes from 12h00.

The Contractor is required to stick to the Employer's working times. The Contractor shall provide the clocking system and ensure it is always in a working condition. The Contractor shall then provide the captured working hours including overtime and submit it to the Employer for payment on the monthly assessment day. The attendance reports captured via the clocking system must be available as and when required by the Employer

20.2 Health and safety facilities on the Affected Property

The Contractor provides, at his cost, a First Aid service to his employees. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.

Outside the Employer's office hours, the Employer's First Aid Services will only be available for serious injuries and life threatening situations.

The Employer will be entitled, however, to recover the costs incurred, for the use of the above Employer's facilities, from the Contractor.

20.3 Environmental controls, fauna & flora

The Contractor shall comply with Grootvlei Power Station environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the Service manager as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.

20.4 Cooperating with and obtaining acceptance of others

The Contractor shall cooperate with Grootvlei personnel including Safety and Auditing personnel as and when required.

20.5 Records of Contractor's Equipment

If it is necessary to bring equipment onto site, a list is submitted which is verified by security personnel prior to equipment entering the security area.

All the assets must be declared and registered with security upon entering site. This includes tools, test equipment, portable assets such as a laptop, etc. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The Contractor's Site Manager should keep record of all the equipment used by the Contractor. The Contractor is responsible for the safekeeping of all their equipment.

21 List of drawings

21.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
1. 02		Process Control System ME4012 SUB-NET
2. 03		TCS System Documentation
3. 04		ME4012 Function Macros
4. 05		ME4012 Hardware Modules
5. 06		Module Exchange
6. 07		ME-PC Configuration Tool
7. 09		Turbine Simulator
8. 22.1		Test and Calibration Sheets
9. 22.5		Training Manuals
10. 22.6		Operation and Maintenance Manuals
11. 22.7		Equipment Operating Description