



NEC3 Term Service Contract (TSC3)

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

and [.....]

**for Refurbishment of Re-steliting of valves during
planned (IR, GO and MGO) and unplanned
Maintanance at Matla Power Station for a period of
five (05) years on a as and when required basis**

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Refurbishment of Re-steliting of valves during planned (IR, GO and MGO) and unplanned Maintenance at Matla Power Station for a period of five (05) years on a as and when required basis

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is	R

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Eskom Matla Power Station

(Insert name and address of organisation)

Name &
signature of
witness

Matla Power Station

Private Bag X5012

Kriel,2271

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

Name &
signature
of witness

Date

Matla Power Station
Private Bag X5012
Kriel, 2271

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	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.	[•]

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

	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	
	Address	Matla Power Station Delmas Road Kriel 2271
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Boiler and Turbine Valves
11.2(13)	The <i>service</i> is	Refurbishment of Re-steliting of valves during planned (IR, GO and MGO) and unplanned Maintanance at Matla Power Station for a period of five (05) years on a as and when required basis
11.2(14)	The following matters will be included in the Risk Register	Unprotected strikes
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes refers.
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	- Within 2 working days non outage periods - During Outages within 12 hours including weekends and public holidays
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor 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	1 week after receiving task order
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 Years
4	Testing and defects	As per section X18 and section 4.3.2
5	Payment	
50.1	The <i>assessment interval</i> is	- Service manager may when deemed necessary request Bi-Weekly payment assessments or on the completion of work
51.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payments are made is	60 days as per Eskom Finance Procedures.
51.4	The <i>interest rate</i> is	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 (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
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 <i>Employer's</i> risks	1. Unprotected Strikes 2. Outage Deferment
9	Termination	Termination core clauses as per NEC3 shall be applied
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks
11	Data for Option W1	

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
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:	proporti on	linked to index for	Index prepared by
		0.		
		0.		
	The prices are fixed and firm for the first year thereafter the contract will be adjusted as per the table below at contract anniversary.	0.	[•]	[•]
		0.	[•]	[•]
		0.	[•]	[•]
		0.15	non- adjustable	
		1.00		

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	As per Annexure “B”
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 described in the “Format TSC3” insurance policy available
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of • 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	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • 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	2 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	5 days of receiving the Task Order for Normal outage planning 12 Hours for the emergency conditions apply
X20	Key Performance Indicators (not used when Option X12 applies)	

X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Not part of this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	As per the task Order issued
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information

which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property.
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core

clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* 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 *Contractor*, 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 means any unlawfully or illegally intentional act or omission that misleads, or attempts

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

Z12 Insurance

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

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

- 86.1 The *Employer* provides the insurance stated in Insurance Table B

INSURANCE TABLE B

Insurance against our name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document

General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

- 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 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, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 If any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Annexure B: Table of low service damages (X17)

- Low service damage Description	- Value of Low Serve Damage	- Limits of Low Service Damage
Rework due to poor workmanship	- 2% of Task order per day	- Limited to 10% of the Task Order value
Daily Progress updated program	- 0.5% of Task Order per day	- Limited to 10% of the Task Order value
Failure to respond to NCR withing three (3) days	- 1% of Task order per day	- Limited to 10% of the Task Order value
Audit findings on poor Housekeeping	- 0.5% of Task Order per day	- Limited to 10% of the Task Order value
Submission of documents as agreed upon CDSS in this service agreement	- 1% of Task order per day	- Limited to 10% of the Task Order value
Failure to address Housekeeping in the plant or contractors' yard	- 2% of Task Order per month	- Limited to 10% of the Task Order value

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)² 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	%

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

	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: 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
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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 • 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*

Re-stelliting of Boiler Valves							
ITEM	LOCATION NUMBER	TYPE	NB (mm)	MATERIAL	RESELLITING OVER 5 YEARS	RATE	AMOUNT
1	NC01S001-30	Globe	50	15Mo3	30		
2	NC01S031	PS	50	15Mo3	5		
3	NC01S032	SDNRV	50	15Mo3	5		
4	NC01S033	PS	75	15Mo3	5		
5	NC01S034	SDNRV	75	15Mo3	5		
6	NA01S010	PS	50	15Mo3	5		
7	NA01S011	Globe	50	15Mo3	5		
8	NA01S012	SDNRV	50	15Mo3	5		
9	NA7[1-4]S014	PS	50	11CrMo9-10	2		
10	NA71S019	PS	75	11CrMo9-10	2		
11	NA74S019	PS	75	11CrMo9-10	2		

12	NA71S119	Globe	100	11CrMo9-10	4		
13	NA71S119	Globe	100	11CrMo9-10	4		
14	NA11S001-2	PS	150	15Mo3	4		
15	NA21S001-2	PS	150	15Mo3	4		
16	RL80S001	PS	406	15Mo3	1		
17	RL80S002	PS	228	15Mo3	1		
18	RL80S004	PS	228	15Mo3	1		
19	RL80S006	PS	228	15Mo3	1		
20	RL80S007	PS	228	15Mo3	1		
21	RTB	SFNRV	100	10CrMo9-10	5		
22	RT03S005	Wedge	100	10CrMo9-10	5		
23	RT03S006	Wedge	100	10CrMo9-10	5		
24	RT02S002	Wedge	100	1.7357	5		
25	RT02S003	Wedge	100	1.7357	5		
26	RC01S002	Globe	100	1.7357	5		
27	RC01S003	Globe	100	1.7357	5		
28	RC02S002	Globe	100	1.7357	5		

29	RC02S003	Globe	100	1.7357	5		
30	RB00S100	Globe	100	10CrMo9-10	5		
31	RB00S101	Globe	100	10CrMo9-10	2		
32	NV10S001	PS	63.5	15Mo3	2		
33	NV10S012	PS	63.5	15Mo3	2		
34	NV10S013	SDNRV	63.5	15Mo3	2		
35	NV10S002	PS	63.5	15Mo3	2		
36	NV10S003	PS	63.5	15Mo3	2		
37	NV10S004	PS	63.5	15Mo3	2		
38	NV10S016	SDNRV	63.5	15Mo3	2		
39	NW10S001	Wedge	100	15Mo3	2		
40	NW51S018	PS	75	15Mo3	1		
41	NW51S019	PS	75	15Mo3	1		
42	NW51S020	PS	75	15Mo3	1		
43	NW51S021	PS	75	15Mo3	1		
44	NW52S018	PS	75	15Mo3	1		

45	NW52S019	PS	75	15Mo3	1		
46	NW52S020	PS	75	15Mo3	1		
47	NW52S021	PS	75	15Mo3	1		
48	NW53S018	PS	75	15Mo3	1		
49	NW53S019	PS	75	15Mo3	1		
50	NW53S020	PS	75	15Mo3	1		
51	NW53S021	PS	75	15Mo3	1		
52	NW54S018	PS	75	15Mo3	1		
53	NW54S019	PS	75	15Mo3	1		
54	NW54S020	PS	75	15Mo3	1		
55	NW54S021	PS	75	15Mo3	1		
56	NW21S020	PS	50	15Mo3	1		
57	NW21S021	PS	50	15Mo3	1		
58	NW21S022	PS	50	15Mo3	1		
59	NW21S023	PS	50	15Mo3	1		
60	NW22S020	PS	50	15Mo3	1		
61	NW22S021	PS	50	15Mo3	1		

62	NW22S022	PS	50	15Mo3	1		
63	NW22S023	PS	50	15Mo3	1		
64	NW23S020	PS	50	15Mo3	1		
65	NW23S021	PS	50	15Mo3	1		
66	NW23S022	PS	50	15Mo3	1		
67	NW23S023	PS	50	15Mo3	1		
68	NW24S020	PS	50	15Mo3	1		
69	NW24S021	PS	50	15Mo3	1		
70	NW24S022	PS	50	15Mo3	1		
71	NW24S023	PS	50	15Mo3	1		
	TOTAL						

Document reference	Title	No of pages
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

NB: Do not tamper with the template.

GENERAL

- Data books, reviews, reports, and diagrams/drawings shall be submitted to Engineering after the completion of the work. Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.1	Occupational Health and Safety	• Health and safety file should be approved by Safety risk management department prior to any work commences on site • All work is to be done in accordance with OHS Act 85 of 1993, Matla plant procedures and Plant Safety Regulations. (240-150642762). • Matla power station SHEQ induction must be done before access to site can be granted • The contractor should ensure that all employees have acquired the required competency for the task they are performing. • The contractor to ensure compliance to updated legal requirements and other requirements. • BUY QUIET: All stakeholders are encouraged to purchase or rent quieter machinery, equipment, and tools to reduce worker noise exposure, contribute towards compliance to OHSA noise exposure limits and ultimately reduce the risk of noise induced hearing loss.	Eskom to witness.	Contractor
1.2	Environmental Management.	• All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental AUTHORISATION before commencement of work. • The contractor shall comply with all applicable legal and other requirements.	Eskom to witness.	Contractor

		• The polluter pays principle will be applied. • The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (refer: OMOP 4090 and 4402). • The last payment will be processed based on the status of the last housekeeping check sheet (Annexure C: OMOP 4402) of designated area. • EMS file based on ISO14001 will be required.		
1.3	Quality Management	• The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work. • Contractors/executioner to adhere to QM 58 and OMOP4497 requirements • Number of NCR issued can affect your next tendering process. • The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA. • No procuring of outage items without the approval of scopes by quality • All outage scopes creep and scopes addition should be approved by quality • No contractor should be in the possession of scopes for execution without the scopes approved by quality • The contractor is subjected to quality auditing at any point in time during execution of scope	Hold point	Contractor
1.4	Inputs from other departments			
1.5	Commissioning reference			

	SCOPE OF WORK DESCRIPTION / ACTIVITY Refurbishment of Pumps Scope	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.	I. The scope of work includes conducting stellite repairs on the identified valves, as per the agreed scope with the Employer's engineering representative. II. This scope includes on-site in-situ repairs as well as off-site repairs at the Contractor's workshop. III. Determination of in-situ or off-site repairs will be agreed upon between the Contractor and the Employer's representative. For off-site repairs, the Contractor will be responsible to transport the valve, gaskets, nuts and bolts to and from Matla Power Station. Removal and installation of the valve will be done by Matla P.S. IV. The Contractor is responsible for providing manpower, consumables and any other resource/s required to perform the valve re-stellite and other activities required to return the valve to its intended state. V. The Contractor is required to provide all equipment and associated engineering services including design requirements and design calculations, as required by the applicable plant area design code to fulfil			Contractor

	and execute the requirements of the scope of work to provide a fully operational system. VI. This contract will service the requirements of outages and as-required repairs by maintenance department or stores for repairs to stock valves VII. All rigging equipment and resources will be provided by Eskom			
2.	WELDING REQUIREMENTS 1. The following requirements are applicable for all welding (site and workshop): a. The Contractor responsible for the welding shall be ISO 3834-2 certified and approved by the Employer to perform Level 1 welding related work (maintenance, refurbishment and fabrication). b. All welding shall be performed in accordance with 240-106628253 Standard for Welding Requirements on Eskom Plant.	c. All seats must be PMI tested to verify the base material and the overlay chemical composition of the seat d. If seats are removed from the valve body only machining or abrasive cutting will be allowed. Under no circumstance will flame cutting be allowed. e. Valve seats to be machined and cleaned to remove the existing stellite overlay as well as the heat affected zone (HAZ). f. If required, base material build-up welding shall be done before the new weld overlay with stellite can take place. g. A weld map and pictures must be submitted with the QCP to verify if base material weld build-up will be required before stellite overlay welding. Sizes must be included of the required weld thicknesses/layers.	R	Contractor

		h. All welding procedure documents (WPQR, WPS, WQR and heat treatment procedure if required) as per the Eskom Weldin Standard 240-106628253 that will be used must be submitted with the QCP for approval. i. Submit material certificate of the hard facing filler with chemical composition as well as the hardness value range j. Any heat treatment (as per the qualified WPS) will be done using calibrated recorders to generate the heat treatment chart. The HT chart and calibration certificate must be included in the final data pack. k. Valve re-stelliting thickness range between 3mm and 6mm depending on the valve's size and operating conditions or application as per relevant procedure. l. The re-stelliting will therefore be done on a case-to-case basis depending on the extent of damage on a particular valve. The thickness of stellite overlay must be within the ranges qualified on the welding procedure. m. Upon completion of re-stelliting, the Contractor must carry out X-ray, PT and hardness testing on the seats as well as the valve body where weld build-up was performed. These must be submitted as reports with the NDT data package. n. After NDT is completed, the valve is to be blue checked and witnessed/approved by the Eskom engineer. The valve must have a full unbroken		
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		sealing o. The re-stellited layer may need to be machined down/ lapped to the particular size until the blue check has been accepted.		
3.	NDT REQUIREMENTS • NDT shall be performed by an Employer approved NDT company. The following document is applicable: 240-83539994 Standard for Non-Destructive Testing (NDT) on Eskom Plant.	• NDT will be done on all welds/ overlays and will consist of 100% surface 100% volumetric testing where possible and will be indicated as such in the Quality Control Procedure (QCP). • All NDTs will be performed by the Matlas' appointed contractor (contractor to not quote on NDTs works). • Volumetric and PT will be performed • PMI will be performed to confirm stellite 6 prior to final machining and report submitted • Thermal proof tests will be performed by adding an additional thermal cycle on each PWHT valve • If no post-weld heat treatment has been performed on the component, two additional thermal cycles must be applied. (ambient to valve operating temperature and back to ambient as per valve heat loading in service conditions)	R	Contractor
4.	WELDING ACCPETANCE CRITERIA	All welds to pass level B as per ASTM A578 and 240-83539994 Standard for Non-Destructive Testing (NDT) on Eskom Plant.	R	Contractor

5.	The contractor will be responsible for transporting the valves to and from site		H	Contractor
6.	The contractor will supply all required machinery for performing -in-situ repairs		H	Contractor
7.	The piping design code is BS EN13480 Boiler Design codes BS 1113 (original) and BS EN 12952	All welding requirements to be in accordance to BS EN ISO 15614		Contractor

List of Valves Ranges:

Note: a specific list will be issued per outage with detailed valve specifications. The list below is for a bases of budgeting for the contract. Each valve must have its initial stellite removed to its base material. Each weld will be at a thickness of 5mm

Turbine Valves

#	Alpha numeric	Type	NB (mm)	PN (Bar)	Material	Welding Group	Body to be restellited	Disk/globe to be resettlited	Location	Number of restelliting over Contract Period
1	UG53S001	Control Valve	80	16	St35/Ck 22	1	x		Condensate Res Tank Lvl Reg v/v (5% Make-up)	3
2	RF61S003	Globe	80	64/100	St45.8/C22N	1	x	x	HP HTR 6A Standpipe valves	3
3	RF62S003	Globe	80	64/100	St45.8/C22N	1	x	x	HP HTR 6B Standpipe valves	3
4	RF51S003	Globe	80	40	St45.8/C22N	1	x	x	HP HTR 5A standpipe valves.	6
5	RF52S003	Globe	80	40	St45.8/C22N	1	x	x	HP HTR 5B standpipe valves.	6
6	RM09S002	Swing check	80	16	ST35/HIII	1	x	x	Under condenser/CPP room	6
7	RM09S003	Gate	80	16	ST35/C22	1	x	x	Under condenser/CPP room	6
8	RM73S001	Globe	80	25	St35/St35	1	x	x	BFPT Condensate recirc valve (at flashbox,0mlevel)	6
9	RM74S001	Gate	80	10	St35/C22	1	x	x	BFPT hot well drain valve (0m level)	6
10	SG22S005	Globe	80	40	St35.8/St35.8	1	x	x	Gland Steam Isolating vlv	6
11	SG22S302	Globe	80	40	St35.8/St35.8	1	x	x	Gland Steam	6

									Bypass vlv	
12	UG53S002	Globe	80	16	St35/HIII	1	x	x	Make water Htr. Inlet valve (4.5m)	6
13	UG53S003	Globe	80	16	St35/HIII	1	x	x	Make water Htr. outlet valve (4.5m)	6
14	RL63S001	Swing check	80	250	15Mo3	1	x	x	Intermediate take-off BFPT	6
15	RL63S002	Gate	80	250	15Mo3	1	x	x	Intermediate take-off BFPT	6
16	RL63S002	Isolating Valve	80	250	15M03	1	x	x	Reheat spray water isolating valve	6
17	RL63S001	Swing Check	80	250	15M03	1	x	x	Reheat spray water NRV	6
18	SA12S053	Globe	80	160	13Mo44	5	x	x	Turbine Warming	3
19	SH10S009	Angle	80	500	10CrMo910	5	x	x	HP warming v/v 1	3
20	SH10S010	Angle	80	500	10CrMo910	5	x	x	HP warming v/v 2	3
21	VF21S001	Control Valve	100	10	St35/Ck 22	1	x		CW supply to the BFPT main oil coolers	6
22	RL51S002	Control	100	320	WB-15Mo3	1	x	x	EFP A leak off valve	6
23	RL52S002	Control	100	320	WB-15Mo3	1	x	x	EFP B leak off valve (W&T)	6
24	RL01S006	Gate	100	16	ST35/C22	1	x	x	A -EFP Suction Balance line Isolating (9.5m level)	6
25	RL02S006	Gate	100	16	ST35/C22	1	x	x	B -EFP Suction Balance line Isolating (9.5m level)	6
26	RL03S006	Gate	100	16	ST35/C22	1	x	x	BFPT Suction Balance line Isolating (9.5m level)	6
27	RM00S021	Gate	100	10	St 37.2/HIII	1	x	x	Hot well drain	4

28	RL51S003	Swing check	100	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
29	RL51S004	Gate	100	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
30	RM01S007	Gate	100	10	St35/C22	1	x	x	Basement Suction drain.	4
31	RL52S003	Swing check	100	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
32	RL52S004	Gate	100	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
33	RL53S002	Control	100	320	WB-15Mo3	1	x	x	BFPT Leak off valve (6m level) (W&T)	6
34	RL53S003	Control	100	320	WB-15Mo3	1	x	x	BFPT Leak off valve (6m level) (W&T)	6
35	RM02S007	Gate	100	10	St35/C22	1	x	x	Basement Suction drain.	4
36	RM06S002	Gate	100	10	St35/C22	1	x	x	CRT drain valve	4
37	RM09S001	Gate	100	10	ST35/C22	1	x	x	Under condenser/ CPP room	4
38	RN10S011	Swing Check	100	40	ST35/HIII	1	x	x	LP Pump drain discharge.	6
39	RN10S012	Gate	100	40	ST35/C22	1	x	x	Leak-off for drain pumps	6
40	RN10S013	Swing check	100	40	ST35/HIII	1	x	x	LP Pump drain discharge.	3
41	RN10S014	Gate	100	40	St35/C22	1	x	x	LP Pump drain discharge.	3
42	RQ20S001	Gate	100	25	St35.8/C22N	1	x	x	Sealing steam system (A.S.H)	3

43	SA11S052	Globe	100	160	ST35.8/St35.8	1	x	x	Turbine Warming	3
44	SA11S552	Check	100	160	St38.5/C22N	1	x	x	Turbine Warming	6
45	SA12S052	Globe	100	25/40	ST35.8/	1	x	x	Turbine Warming	6
46	SA12S552	Check	100	25/40	St35.8	1	x	x	Turbine Warming	6
47	SH10S019	Angle	100	160	13CrMo44	5	x	x	Flash box 1 (IP chest warming drain 4a)	4
48	SH10S020	Angle	100	160	13CrMo44	5	x	x	Flash box 3 (IP chest warming drain 4b)	4
49	RM70S004	Control Valve	125	16	St35/C22	1	x		Line from BFPT GSC to main GSC discharge	6
50	RM70S001	Gate	125	16	St35/C22	1	x	x	Inlet to vapour condenser. (BFPT)	6
51	RM70S002	Gate	125	16	St35/C22	1	x	x	Outlet to vapour condenser. (BFPT)	6
52	RM70S003	Gate	125	16	St35/C22	1	x	x	Bypass on the vapour steam condenser (BFPT)	2
53	RM70S004	Control valve	125	16	St35/C22	1	x	x	(W&T)	3
54	RM71S002	Swing check	125	16	ST35/HIII	1	x	x	NRV On BFPT extraction pump Discharge	6
55	RM71S003	Gate	125	16	St35/HIII	1	x	x	Discharge isolating valve	6
56	RM72S002	Swing check	125	16	ST35/HIII	1	x	x	NRV On BFPT extraction pump Discharge	6
57	RM72S003	Gate	125	16	St35/HIII	1	x	x	Discharge isolating valve	6
58	SG21S521	Swing check	125	6	St35/St35.8	1	x	x	Vapour Steam (9.5m)	6
59	SD57S002	Swing check	125	10	St35/HIII	1	x	x	Water ejector pump BFPT (A)	6

60	SD58S002	Swing check	125	10	St35/HIII	1	x	x	Water ejector pump BFPT (B)	3
61	RL53S004	Swing check	150	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
62	RL53S005	Gate	150	320	WB-15Mo3	1	x	x	Leak-offline back to the DST. (Under 6 m) (Ainsworth)	6
63	RN10S002	Swing check	150	40	St37.2/HIII	1	x	x	Drain pump bypass	6
64	RN10S005	Swing check	150	40	St37.2/HIII	1	x	x	Drain pump bypass	6
65	RQ10S001	Gate	150	25	St35.8/C22N	1	x	x	Aux Steam supply to DST	6
66	RQ10S002	Control valve	150	40	St35.8/C22N	1	x	x	DST warming steam valve	6
67	RQ25S001	Gate	150	25	St35.8/C22N	1	x	x	Aux. Steam header	6
68	RQ40S001	Gate	150	25	St35.8/C22N	1	x	x	Steam Ejector Steam valve (Aux Stm Header)	6
69	SD57S001	Gate	150	16	St.2/HIII	1	x	x	Water ejector pump BFPT (A)	3
70	SD58S001	Gate	150	16	St35/HIII	1	x	x	Water ejector pump BFPT (B)	6
71	VD20S051	Gate	150	10	CS	1	x	x	Boiler Aux clng water inlet (A water water coolers)	6
72	VD20S052	Gate	150	10	CS	1	x	x	Boiler Aux clng wtr outlet (A water to water coolers)	2
73	VD20S061	Gate	150	10	CS	1	x	x	Boiler Aux clng wtr inlet (B water to water coolers)	6
74	VD20S062	Gate	150	10	CS	1	x	x	Boiler Aux clng wtr outlet (B water to water coolers)	6

75	RP61S001	Control Valve	200	100/40	15Mo3	1	x		HP Htr 5A dist. drain ahead of RP63S001 (Torque 80Nm)	6
76	RP62S001	Control Valve	200	100/40	15Mo3	1	x		HP Htr 5B dist. drain ahead of RP64S001 (Torque 80Nm)	6
77	RP63S001	Control Valve	200	100/100	15Mo3	1	x		HP Htr 6 & 5A dist. drain to cndser (Torque 50Nm)	6
78	RP64S001	Control Valve	200	100/100	15Mo3	1	x		HP Htr 6 & 5B dist. drain to cndser (Torque 50Nm)	6
79	RN30S002	Control Valve	200	16	St 37.2/C22	1	x		LP Htr 3 Drain Reg Valve to condenser	6
80	RN31S001	Control Valve	200	16	St37.2/C22	1	x		LP Htr 3 distillate (aux) drain to condenser	4
81	RM05S001	Control valve	200	25	St37.2/C22N	1	x		Under the condenser	4
82	RM07S001	Control valve	200	100	St37.2/C22N	1	x		2nd stage recirc or dump valve.	3
83	RM07S002	Swing check	200	40	St37.2/C22N	1	x	x	CRT	2
84	RM07S003	Gate	200	40	St37.2/C22N	1	x	x	CRT	2
85	RM71S001	Gate	200	10	St37.2/C22	1	x	x	Suction valve on BFPT	6
86	RM72S001	Gate	200	10	St37.2/C22	1	x	x	Suction valve on BFPT	3
87	RN30S001	Gate	200	10	St37.2/C22	1	x	x	LP HTR 3 - LP HTR 2 Dist. Isol V/v	6
88	RQ10S004	Swing Check	200	25	St35.8/St35.8	1	x	x	After valve RQ10S002.	6
89	RQ30S001	Gate	200	25	HIII/C22	1	x	x	Aux. Steam header (Boiler Valve)	6
90	RU10S001	Globe	200	25	St37.2/St37.2	1	x	x	Blow down vessel	4

91	RU10S002	Gate	200	15	St37.2/C22	1	x	x	Boiler blow down vessel	4
92	RU10S003	Gate	200	15	St37.2/C22	1	x	x	Boiler blow down vessel	4
93	SD17S002	Swing check	200	10	St.2/HIII	1	x	x	Water Ejector pump (A)	3
94	SD18S002	Swing check	200	10	St.2/HIII	1	x	x	Water Ejector pump (B)	3
95	SD19S002	Swing check	200	10	St.2/HIII	1	x	x	Water Ejector pump (C)	3
96	SD20S002	Swing check	200	10	St.2/HIII	1	x	x	Water Ejector pump (D)	4
97	RP61S001	Control Valve	200	100	15Mo3/C22	1	x	x	Distillate drain valve HP HTR 6.1 and 5.1(W&T)	4
98	RP62S001	Control Valve	200	100	15Mo3/C22	1	x	x	Distillate drain valve HP HTR 6.1 and 5.1 (W&T)	4
99	RP63S001	Control Valve	200	100	15Mo3/C22	1	x	x	Flash Box 5 (W&T)	4
100	RP64S001	Control Valve	200	100	15Mo3/C22	1	x	x	Flash Box 5 (W&T)	4
101	RM03S002	Control Valve	250	16	St37.2/Ck22	1	x		Cond.spray water for IP bypass	4
102	RN10S007	Control Valve	250	40	St37.2/C22	1	x		LP Htr 1 Drain Reg v/v (after LP Htr drain pumps)	4
103	RP51S003	Control Valve	250	40	St37.2/HII	1	x		HP Htr 5A distillate drain to DST	4
104	RP52S003	Control Valve	250	40	St37.2/HII	1	x		HP Htr 5B distillate drain to DST	4
105	RP53S001	Control Valve	250	40	St37.2/C22	1	x		HP Htr 5A aux drain valve to cndser (Torgue 80Nm)	4
106	RP54S001	Control Valve	250	40	St37.2/C22	1	x		HP Htr 5B aux drain valve to	4

									condenser (Torque 80Nm)	
107	VF11S001	Control Valve	250	10	St37.2/Ck 22	1	x		CW supply to main oil coolers	4
108	SG20S001	Control Valve	250	25/16	St35.8	1	x		Gland steam pressure Regulating valve	4
109	RL40S001	Gate	250	400	WB36/WB36	4	x	x	HP HTR bypass valve. (3m Level) (Ainsworth)	4
110	RH10S002	Gate	250	10	St37.2/N III	1	x	x	Inlet to the make-up water HTR, distillate side.	6
111	RM03S002	Control valve	250	16	St37.2/C22	1	x	x	Cond. Cooling spray (W&T)	6
112	RN10S003	Gate	250	40	St37.2/HIII	1	x	x	Outlet of drain pump	3
113	RN10S006	Gate	250	40	St37.2/HIII	1	x	x	Outlet of drain pump	6
114	RN10S007	Control	250	40	ST37.2/C22	1	x	x	Common discharge manifold (W&T)	3
115	RN10S016	Gate	250	40	St37.2/HIII	1	x	x	Zero-meter level by LP HTR 1	6
116	RP51S001	Swing Check	250	40	ST37.2/HIII	1	x	x	Line between HP Htr and DST.	6
117	RP51S002	Gate	250	40	ST37.2/HIII	1	x	x	Line between HP Htr and DST.	3
118	RP51S003	Control Valve	250	40	St378.2/HII	1	x	x	Before DST (W&T)	6
119	RP52S001	Swing Check	250	40	ST37.2/HIII	1	x	x	Line between HP Htr and DST.	6
120	RP52S002	Gate	250	40	ST37.2/HIII	1	x	x	Line between HP Htr and DST.	4
121	RP52S003	Control Valve	250	40	St378.2/HII	1	x	x	Before DST (W&T)	4
122	RP53S001	Control	250	40	St37.2-C22	1	x	x	Flash Box 5 (W&T)	6

		valve								
123	RP54S001	Control Valve	250	40	St37.2-C22	1	x	x	Flash Box 5 (W&T)	6
124	SD17S001	Gate	250	16	St.2/HIII	1	x	x	Water Ejector pump (A)	4
125	SD18S001	Gate	250	16	St.2/HIII	1	x	x	Water Ejector pump (B)	6
126	SD19S001	Gate	250	16	St.2/HIII	1	x	x	Water Ejector pump (C)	6
127	SD20S001	Gate	250	16	St.2/HIII	1	x	x	Water Ejector pump (D)	4
128	RN20S002	Control Valve	300	16	St37.2/C22	1	x		LP Htr 2 Drain Reg valve to condenser	4
129	RN21S001	Control Valve	300	16	St37.2/C22	1	x		LP Htr 2 distillate(aux) drain v/v to condenser	4
130	SG60S001	Control Valve	300	16	-	1	x		BFPT seal steam regulating valve	4
131	RL01S001	Gate	300	16	St 37 - 2	1	x	x	DST outlet to EFP A (Sulzer) (35m Level)	6
132	RM00S022	Gate	300	16	St 37.2/HIII	1	x	x	Flushing connection	4
133	RM06S003	Control valve	300	10	St37.2/C22N	1	x	x	Condenser	4
134	RM06S007	Gate	300	16	St37.2/HIII	1	x	x	Condenser Emerg Make-up Hand Isol v/v	4
135	RM21S017	Check	300	16	ST37.2/HIII	1	x	x	Condensate To Polisher Inlet NRV (CPP Room)	6
136	RM22S017	Check	300	16	ST37.2/HIII	1	x	x	Condensate To Polisher Inlet NRV (CPP Room)	4
137	RM23S017	Check	300	16	ST37.2/HIII	1	x	x	Condensate To Polisher Inlet NRV (CPP Room)	4

138	RN20S001	Gate	300	10	St37.2/HIII	1	x	x	Zero-meter level by LP HTR 1	5
139	RN20S002	Control valve	300	16	St37.2/C22	1	x	x	LP HTR 1 (W&T)	4
140	RP51S004	Gate	300	40	St37.2/HIII	1	x	x	Before DST	3
141	RP52S004	Gate	300	40	St37.2/HIII	1	x	x	Before DST	3
142	SG21S520	Swing check	300	6	HIII/HIII	1	x	x	Vapour Steam (9.5m)	6
143	RF50S001	Swing check	350	40	15Mo3	1	x	x	Extraction 5E (9.5 level under the IP turbine)	6
144	RN10S001	Gate	350	10	St37.2/HIII	1	x	x	Drain pump inlet	6
145	RN10S004	Gate	350	10	St37.2/HIII	1	x	x	Drain pump inlet	4
146	RM20S001	Control Valve	400	16	St37.2/Ck22	1	x		CPP Bypass	6
147	RM01S002	Swing check	400	16	St37.2/HIII	1	x	x	CEP discharge (1st stage.)	6
148	RM01S003	Gate	400	16	St37.2/HIII	1	x	x	CEP discharge (1st stage.)	6
149	RM01S004	Gate	400	16	St37.2/HIII	1	x	x	Inlet to CEP (2nd stage.)	3
150	RM01S005	Swing check	400	16	St37.2/HIII	1	x	x	CEP discharge (2nd stage.)	3
151	RM01S006	Gate	400	16	St37.2/HIII	1	x	x	CEP discharge (2nd stage.)	3
152	RM02S002	Swing check	400	16	St37.2/HIII	1	x	x	CEP discharge (1st stage.)	3
153	RM02S003	Gate	400	16	St37.2/HIII	1	x	x	CEP discharge (1st stage.)	3
154	RM02S004	Gate	400	16	St37.2/HIII	1	x	x	Inlet to CEP (2nd stage.)	3
155	RM02S005	Swing check	400	16	St37.2/HIII	1	x	x	CEP discharge (2nd stage.)	3
156	RM02S006	Gate	400	16	St37.2/HIII	1	x	x	CEP discharge (2nd stage.)	3
157	RM20S001	Control valve	400	16	ST37.2/C22N	1	x	x	Bypass CPP. (W&T)	4

158	RM30S001	Gate	400	40	HIII/HIII	1	x	x	Bypass LP HTR 1	4
159	RM40S001	Gate	400	40	HIII/HIII	1	x	x	Bypass LP HTR 2	4
160	RM50S001	Gate	400	40	HIII/HIII	1	x	x	Bypass LP HTR 3	4
161	RH45S001	Swing Check	450	25	HIII/A106	1	x	x	Extraction 4B	4
162	RH45S002	Gate	450	25	HIII/HIII	1	x	x	Extraction 4B	4
163	RM00S003	Control Valve	500	16	St37.2/C22	1	x		Condenser Level Reg V/v (CLC)	4
164	RM00S004	Control Valve	500	40	St37.2/C22	1	x		DST Level Reg (2nd stage CEP discharge to LP Htr 1)	4
165	RH40S001	Swing Check	500	25	H III/A106Gr8	1	x	x	Extraction 4A	6
166	RM00S014	Swing Check	500	40	HIII/HIII	1	x	x	Before the DST	3
167	RM10S001	Gate	500	16	ST37.2/HIII	1	x	x	Bypass gland steam condenser	6
168	RH30S001	Swing Check	600	10	St37.2/142C1	1	x	x	Extraction 3	3
169	RC01S001	Swing check	700	100	15Mo3	1	x	x	Cold reheat line. (near flash boxes 1,2&3)	6
170	RC02S001	Swing check	700	100	15Mo3	1	x	x	Cold reheat line. (near flash boxes 1,2&3)	6
171	RM01S001	Gate	800	10	St37.2/HIII	1	x	x	Inlet to CEP (1st stage.)	3
172	RM02S001	Gate	800	10	St37.2/HIII	1	x	x	Inlet to CEP (1st stage.)	3
173	RC30S002	Control Valve	150/200	100	15Mo3	1	x		Cold reheat steam to aux steam header.	6
174	RC10S002	Control Valve	300/600	100/25	15Mo3/H III	1	x		Cold reheat steam to Deaerator	6

Boiler Valves

#	Alpha numeric	Type	NB (mm)	Weld width range (mm)	PN (Bar)	Material	Welding Group	Body to be re-stellited	Disk/globe to be resettlited	Location	Number of restelling over Contract Period
1.	NC01S001-30	Globe	50	5	500	15Mo3	1	X	X	4.5ML above ash hopper	30
2.	NC01S031	PS	50	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
3.	NC01S032	SDNRV	50	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
4.	NC01S033	PS	75	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
5.	NC01S034	SDNRV	75	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
6.	NA01S010	PS	50	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
7.	NA01S011	Globe	50	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
8.	NA01S012	SDNRV	50	10	500	15Mo3	1	X	X	4.5ML above ash hopper	5
9.	NA7[1-4] S014	PS	50	10	500	11CrMo9-10	5	X	X	64ML	2
10.	NA71S019	PS	75	10	500	11CrMo9-10	5	X	X	64ML	2
11.	NA74S019	PS	75	10	500	11CrMo9-10	5	X	X	64ML	2
12.	NA71S119	Globe	100	5	500	11CrMo9-10	5	X	X	64ML	4
13.	NA71S119	Globe	100	5	500	11CrMo9-10	5	X	X	64ML	4

14.	NA11S001-2	PS	150	20	500	15Mo3	1	X	X	35ML	4
15.	NA21S001-2	PS	150	20	500	15Mo3	1	X	X	35ML	4
16.	RL80S001	PS	406	30	500	15Mo3	1	X	X	9.5ML	1
17.	RL80S002	PS	228	20	500	15Mo3	1	X	X	9.5ML	1
18.	RL80S004	PS	228	20	500	15Mo3	1	X	X	9.5ML	1
19.	RL80S006	PS	228	20	500	15Mo3	1	X	X	9.5ML	1
20.	RL80S007	PS	228	20	500	15Mo3	1	X	X	9.5ML	1
21.	RTB	SFNRV	100	5	160	10CrMo9-10	5	X	X	4.5ML	5
22.	RT03S005	Wedge	100	15	160	10CrMo9-10	5	X	X	4.5ML	5
23.	RT03S006	Wedge	100	15	160	10CrMo9-10	5	X	X	4.5ML	5
24.	RT02S002	Wedge	100	15	63	1.7357	5	X	X	4.5ML	5
25.	RT02S003	Wedge	100	15	63	1.7357	5	X	X	4.5ML	5
26.	RC01S002	Globe	100	5	63	1.7357	5	X	X	4.5ML	5
27.	RC01S003	Globe	100	5	63	1.7357	5	X	X	4.5ML	5
28.	RC02S002	Globe	100	5	63	1.7357	5	X	X	4.5ML	5
29.	RC02S003	Globe	100	5	63	1.7357	5	X	X	4.5ML	5
30.	RB00S100	Globe	100	5	63	10CrMo9-10	5	X	X	4.5ML	5
31.	RB00S101	Globe	100	5	63	10CrMo9-10	5	X	X	4.5ML	2
32.	NV10S001	PS	63.5	10	63	15Mo3	1	X	X	64ML	2
33.	NV10S012	PS	63.5	10	63	15Mo3	1	X	X	64ML	2
34.	NV10S013	SDNRV	63.5		63	15Mo3	1	X	X	64ML	2
35.	NV10S002	PS	63.5	10	63	15Mo3	1	X	X	64ML	2
36.	NV10S003	PS	63.5	10	63	15Mo3	1	X	X	64ML	2
37.	NV10S004	PS	63.5	10	63	15Mo3	1	X	X	64ML	2

38.	NV10S016	SDNRV	63.5	5	63	15Mo3	1	X	X	64ML	2
39.	NW10S001	Wedge	100	100	320	15Mo3	1	X	X	4.5ML	2
40.	NW51S018	PS	75	10	400	15Mo3	1	X	X	64ML	1
41.	NW51S019	PS	75	10	400	15Mo3	1	X	X	64ML	1
42.	NW51S020	PS	75	10	400	15Mo3	1	X	X	64ML	1
43.	NW51S021	PS	75	10	400	15Mo3	1	X	X	64ML	1
44.	NW52S018	PS	75	10	400	15Mo3	1	X	X	64ML	1
45.	NW52S019	PS	75	10	400	15Mo3	1	X	X	64ML	1
46.	NW52S020	PS	75	10	400	15Mo3	1	X	X	64ML	1
47.	NW52S021	PS	75	10	400	15Mo3	1	X	X	64ML	1
48.	NW53S018	PS	75	10	400	15Mo3	1	X	X	64ML	1
49.	NW53S019	PS	75	10	400	15Mo3	1	X	X	64ML	1
50.	NW53S020	PS	75	10	400	15Mo3	1	X	X	64ML	1
51.	NW53S021	PS	75	10	400	15Mo3	1	X	X	64ML	1
52.	NW54S018	PS	75	10	400	15Mo3	1	X	X	64ML	1
53.	NW54S019	PS	75	10	400	15Mo3	1	X	X	64ML	1
54.	NW54S020	PS	75	10	400	15Mo3	1	X	X	64ML	1
55.	NW54S021	PS	75	10	400	15Mo3	1	X	X	64ML	1
56.	NW21S020	PS	50	10	250	15Mo3	1	X	X	52ML	1
57.	NW21S021	PS	50	10	250	15Mo3	1	X	X	52ML	1
58.	NW21S022	PS	50	10	250	15Mo3	1	X	X	52ML	1
59.	NW21S023	PS	50	10	250	15Mo3	1	X	X	52ML	1
60.	NW22S020	PS	50	10	250	15Mo3	1	X	X	52ML	1
61.	NW22S021	PS	50	10	250	15Mo3	1	X	X	52ML	1
62.	NW22S022	PS	50	10	250	15Mo3	1	X	X	52ML	1
63.	NW22S023	PS	50	10	250	15Mo3	1	X	X	52ML	1
64.	NW23S020	PS	50	10	250	15Mo3	1	X	X	52ML	1
65.	NW23S021	PS	50	10	250	15Mo3	1	X	X	52ML	1

66.	NW23S022	PS	50	10	250	15Mo3	1	X	X	52ML	1
67.	NW23S023	PS	50	10	250	15Mo3	1	X	X	52ML	1
68.	NW24S020	PS	50	10	250	15Mo3	1	X	X	52ML	1
69.	NW24S021	PS	50	10	250	15Mo3	1	X	X	52ML	1
70.	NW24S022	PS	50	10	250	15Mo3	1	X	X	52ML	1
71.	NW24S023	PS	50	10	250	15Mo3	1	X	X	52ML	1

	Full description of Material/Spares/Equipment	Specifications of Material/Spares/Equipment	Stock No	Part Number	Required Quantity
	N/A				

SCOPE COMPILATION REFERENCES				
SOURCE & Ref No.	Yes	No	N/A	Comments
Previous outage service reports	X			
Return to service data packages	X			
Maintenance Strategy with Rev number	X			
SAP defects (attach list as appendix)		X		
GHRMS (STEP) reports (Generation Heat Rate Management System)		X		
Online Condition Monitoring		X		
Pre-outage performance test results		X		
Post outage performance test results	X			
GPSS/ Plant Performance data on UCLF incurred		X		
OMS / IIRMS recommendations (Audits Reports)		X		
Risk controls (IRM system)		X		
Previous audits and reviews (e.g. ERAP)		X		
Engineering Change Requests (Projects)		X		
LOPP strategy reports		X		
URS	X			
Philosophy (Outage)	X			
Condition Monitoring Report	X			
VA/PHD Viewer trends		X		
Corrective Actions		X		
CARAB reports		X		
Statutory Requirements		X		
Grid code requirements		X		
Waivers and Exemptions		X		
Calibration requirements		X		

Previous Outage SOW variations	X			
Postmortems Actions from previous outages		X		
Pre-Outage plant walks		X		
Risk based inspection (RBI) report		X		
Simulation, TOIs, OON, SI		X		

COMMENTS:

N/A

ATTACHMENTS: DRAWINGS, SKETCHES, DIAGRAMS, INSTRUCTIONS, etc	
1	N/A
2	
3	

Abbreviation	Meaning given to the abbreviation
NEC	New Engineering Contract
TSC	Term Service Contract
CDSS	Contractor Document Submission Schedule
HV	High Voltage
LV	Low Voltage
PSR	Plant Safety Regulation

1 Management strategy and start up.

1.1 The *Contractor's* plan for the service

The Contractor will submit a plan to the Service Manager for acceptance within the period stated in the service agreement.

Requirements which are to be incorporated into the Contractor's plan:

- Document 240-85065548 requirements
- Level 4 programme when Task Order is provided to the Contractor

1.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	<i>Service Manager's</i> office	<i>Contractor, Service Manager, Co-ordinator and Contracts Supervisor</i>
Overall contract progress and feedback	Weekly basis during Outages Thursdays 14:00-15:00	<i>Service Manager's</i> office	<i>Service Manager, Contractor, Co-ordinator and Contracts supervisor</i>
Daily Outage Progress	Daily 10:00am during outages	Outage Boardroom	Outage Execution Manager, Planner, <i>Service Manager</i> , Co-ordinator and Contract Supervisors
Daily Safety Toolbox Talks	Daily before work starts on site with signed attendance registers by <i>Contractor's</i> employees	<i>Contractors</i> Yard	<i>Contractor</i> and his employees

	and signed off minutes by the <i>Contractor's</i> Site Manager		
<i>Contractor</i> Weekly Safety Meeting	Wednesdays during Outages 11:00-12:00	Outage Boardroom	Safety Officers, Supervisors, Outage planners and Co-ordinators
Plant Safety Walk down	Tuesdays 08:00am and Thursdays 08:00am during Outages	Outside the unit on Outage shutter door	Safety Officers, Supervisors, Outage planners and Co-ordinators
<i>Contractors</i> Meeting	Daily 15:00pm during outages	<i>Service Manager's</i> office	Outage Co-ordinator, <i>Contractor</i> , <i>Contractor</i> Planner and Supervisor

If the *Contractor* can't attend any meeting his feedback should be formally communicated through to the *Service Manager*.

The *Contractor* will provide a detailed feedback report daily during Outages providing accurate feedback on the status of *service* carried out by the *Contractor*. This report should indicate accurate progress of *service* and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.

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

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

1.3 *Contractor's* management, supervision and key people

The Contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the Service Manager to communicate accordingly to comply with the NEC3 Term Services Contract communication structures. Contractor to refer to Matla Power Station Contractor SHE Requirements RSR0001

1.4 Provision of bonds and guarantees

Not Applicable

1.5 Documentation control

Documentation requirements cover the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the *Contractor* Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Matla Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All Communications will be always filed and kept on site as it is crucial to have the correct communication structures. This communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

Contractor Document Submission Schedule (CDSS)

Document Name/Description	Date/Time documents to be submitted
A programme in Primavera format as referred to document number (240-85065548)	One week after receipt of task order
Baseline risk assessment	A month before start of the work
QCP's	A month before start of the work

Contractor's Safety file	Two weeks before start of work
Inspection report	24 hours after stripping activity
Daily progress report	After Every Shift
Technical report and data pack	Within 14 days of completion of the services

1.6 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 SOC Ltd
Reg. No. 2002/015527/30
Accounts Payable
Email to: Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.
All invoices are hand delivered to the Matla Finance Department (Account payables) and include on each invoice the following information:

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

Contractor is required to follow the correct process to ensure the payment is affected in accordance with contractual payment terms.

Contractor is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

2.6.1 Service-related invoices

- Once the *service* has been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing.
- An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties must sign the assessment/certificate.

- c) The Contractor must obtain a copy of assessment/payment certificate to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice.
- d) *The Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *The Service Manager* will forward the Service Entry and Goods Receipt Note number to the *Contractor* within three working days after the service has been rendered and the Assessment/Payment certificate signed.
- f) *The contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

2.6.2 Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *The Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within three working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

2.6.3 Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forward it to the Eskom Documentation Centre.

2.6.4 Retention Invoices

- a) The requirements are the same as for Goods Delivered and service-related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the *Service Manager* and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the *Service Manager* to the Documentation Centre to effect payment.

2.6.5 Foreign exchange Invoices

- a) The requirements are the same as for Goods Delivered and *service*-related Invoices.
- b) The following must be attached to the Invoice before it will be processed: Commercial invoice. Bill of entry (SAD500), SARS release notification, Customs worksheet, Bill of Lading or Airway Bill and approved Exchange Control Approval (EXCON).

2.6.6 General Information related to Eskom Invoices

- a) *The contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or handwritten on the invoice).
- b) Eskom Purchase Order number must appear on the invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once-off copy of the banking details may be forwarded to the Documentation Centre, and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractors* cannot be utilized by Eskom more than three times without a contract being established.

Note:

- 1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serve as the approval of payment.
- 2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- 3. Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct)

1.7 Contract change management

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

1.8 Records of Defined Cost to be kept by the Contractor

To substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the Service Manager.

1.9 Insurance provided by the *Employer*

As stated in Contract Data and as per Annexure A within this Service Agreement.

1.10 Training workshops and technology transfer

The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme and reflects the required manufacturing completion dates.

The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

1.11 Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay.

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

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

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

1.12.1 Equipment

The Contractor is to hand over a serviceable plant to the Employer by the end of this contract.

1.12.2 Information and other things

The Contractor has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the Employer to provide the service.

At the end of the service period the Contractor returns all Equipment and surplus materials to the Employer. Provides items of equipment for the Employer's use as stated in the Service Information and provides information and other things as stated in the Service Information.

1.13 Management of work done by Task Order

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period and/or if the contracted amount is exhausted.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a programme within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

2 Health and safety, the environment and quality assurance

2.1 Health and safety risk management

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

The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

2.2 Environmental constraints and management

All service providers appointed to render any services within Eskom Matla Power Station are required to comply with the station’s Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station’s environmental section for evaluation. The station’s environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the works. The service provider together with Eskom’s Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Matla Power Station and any service providers.

It should always be noted that Matla Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Matla Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Matla Environmental section on a regular basis for on-going assistance and advice.

The EMS shall clearly cover the following areas as per ISO 14001.

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the *Contractor* or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Matla Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

2.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Project Manager* must sign off all Quality Control documents after completing all work as per the

agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

3.3.1 Contract Quality Management Plan Requirement

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

3.3.2 Quality Control Plan

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the *Contractor* has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

Employer may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its workplaces and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - *Employer*
OHS Act, GMR 2(1) - Supervision of Machinery
OHS Act, GMR 2(7) - Assist the designated person
OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)
OHS Act, CR 6(2) – Assistant Construction Supervisor
OHS Act, Section 17 - Health and Safety Rep
OHS Act, GAR 9 – Incident investigation
OHS Act, CR 12 – Demolition work
OHS Act, CR 19 – Explosive Powered Tools
OHS Act, CR 22 – Electrical installations and machinery

OHS Act, GSR 3 – First Aiders

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed

It is the Contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

3.1.2 BBBEE and preferencing scheme

Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the *service*.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

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

N/A

3.2 Subcontracting

3.2.1 Preferred subcontractors

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.

3.2.2 Subcontract documentation, and assessment of subcontract tenders

When the *Contractor* uses a Subcontractor, he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting.

3.2.3 Limitations on subcontracting

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the *Contractor* to Provide the Service.

The *Contractor* does not appoint a Subcontractor until the *Service Manager* accepted them.

3.2.4 Attendance on subcontractors

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

3.2.5 SD&L Requirements

- CSI agreement is 2%
- Job Creation = 2
- Job retained = 1

3.3 Plant and Materials

3.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

3.3.2 Correction of defects

The *Service Manager* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.

The *Contractor* needs to correct a Defect within one day or when the first available opportunity arises.

3.3.3 Contractor's procurement of Plant and Materials

The Contractor will do all procurement of materials according to own procurement processes. All materials purchased by the Contractor to be installed to Affected Property will be kept and preserved according to the storage relevant specification. The Contractor may at any point be requested by the Service Manager to submit the storage and preserving specification for any material or plant. All plant and material to be stored at an area demarcated by the Service Manager and it is the responsibility of the Contractor to prepare the area and make it comply with the storage and preserving specification.

3.3.4 Tests and inspections before delivery

The Contractor does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the Service Manager has notified the Contractor that they have passes the test or inspection.

All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

3.3.5 Plant & Materials provided “free issue” by the Employer

The Employer has service air operating at 600 kPa that the Contractor is allowed to use. Other facilities provided by the Employer can be seen in Section 5.8 of this contract.

4 Working on the Affected Property

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

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate, prior to the Possession Date.
- The *Contractor* personnel are required to always be in possession of a Contractor's Permit.
- All *Contractor* personnel are issued with a temporary access permit (*Contractor's Permit*) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- All *Contractors'* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the *Contractor's* name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The *Contractor's* visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Employers* Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.

- Contract Vehicle Applications are directed to the *Employers* Representative.
- The *Contractor* is restricted to the working areas associated with his place of work.
- The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.
-

5.1.2 Eskom Life Saving Rules:

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

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

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

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

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

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

- Matla Power Station Health and Safety Standards
- Specifications for *Contractors* attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the *Employer* prior to commencement of work.
- Compliance with Eskom & Matla No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Matla Risk Management Department
- *Employer's* site regulations, covering the following:
 - Clean lines
 - Storage of material
 - Safety precautions and fire prevention
 - Permits to work
 - Other *Contractor's* work
 - Representation of *sub-contractors*
 - Constant Supervision for hot work
 - Handing over of *works*
 - *Contractor's* Site

- Disposal of waste, oil residue and sludge
- Hot Work permit for welding
- Working at heights
- Working in and around an area that contains flammable substances
- Testing for combustible gases
- Availability of fire extinguishers when working in an area that contains flammable
- Substances

4.2 People restrictions, hours of work, conduct and records

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

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

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

4.3 Health and safety facilities on the Affected Property

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

Please refer to SHE Requirements for *Contractors* – Refer to RSR0001 Heading 8.1

4.4 Environmental controls, fauna & flora

General environmental requirements referred to in section 3 above, Matla Power Station ISO14001

4.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

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

4.6 Records of *Contractor's* Equipment

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

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

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

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

4.7 Equipment provided by the *Employer*

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

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

4.8 Site services and facilities

4.8.1 Provided by the *Employer*

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

Refuse Disposal

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

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

Supply of Electricity

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

Medical Facilities

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

Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities in the plant only.
(On the contractor's yard the contractor will remain responsible to provide toilets for his employees.)
Temporary chemical toilets are provided by the *Contractor* were deemed necessary.

4.8.2 Provided by the *Contractor*

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

- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

Contractor's site requirements

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

Accommodation

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.

The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities. The shop next to the Canteen building may be utilized by the *Contractors*.

4.9 Control of noise, dust, water and waste

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

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

No hazardous waste may be stored for a period of more than 90 days on the Matla Power Station's premises

Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

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

4.10 Hook ups to existing works

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the health and safety risk management of Matla Power Station. Refer to RSR0001 heading 5.7

4.11 Tests and inspections

4.11.1 Description of tests and inspections

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

4.11.2 Materials facilities and samples for tests and inspections

The *Contractor* shall ensure that surfaces to be protected are inspected to evaluate extent of surface preparation for which he will be responsible. All inspection arrangements with Matla Power Station Engineering Department will be made 24 hours in advance

1. Communication

The *Contractor* shall address all communications (after contract award) including telefacsimiles to:

Project Manager
Matla Power Station
Private Bag X5012
Kriel
2271

Att : Mbali Nhlanhla
Tel : 017 612 9480
Cell : 071 304 9375
Fax : -
E-Mail : Nhlanhme@eskom.co.za

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works. All communication by the *Contractors* shall go through the buyer.

They shall be headed with the subject of the communications and be numbered sequentially because of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).

5 List of drawings
5.1 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

C4: Site Information

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	2
	Total number of pages	3

PART 4: SITE INFORMATION

General description

The Matla Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Matla Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally, the prevailing wind directions are from the Northwest during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

Existing buildings, structures, and plant & machinery on the Site

Not applicable. The *Contractor* to specify any information required if necessary.

Subsoil information

Not applicable. The *Contractor* to specify any information required if necessary.

Hidden services

All known services will be brought to the attention of the *Contractor* by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

Other reports and publicly available information

The assumed 1 in 10-year rainfall figures are:

Month	Cumulative rain (mm)	No of days with rainfall > 10mm
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6