



NEC3 Term Service Contract (TSC3)

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

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

for **Supply Two New Fire Diesel Engines, Install and**
Commission the Engines Matla Power Station

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

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 into a contract for the procurement of:

Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R [●]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

(Insert name and address of organisation)

Name & signature of witness _____ Date _____

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

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

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

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

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

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

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure
		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 ² (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.	[•]
	Fax No.	[•]

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

10.1	The <i>Service Manager</i> is (name): Address Tel Fax e-mail	Perry Msabala Matla Power Station 017 612 6473 None Msabalmp@eskom.co.za
11.2(2)	The Affected Property is	Matla Power Station
11.2(13)	The <i>service</i> is	Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 Days working days 24 Hours for emergency
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	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TB
30.1	The <i>service period</i> is	12 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
42.1	Notifying and correction of defects	The Contractor corrects a Defect whether or not the Service Manager notifies him of it.
42.2	Defects correction period is	Defect Correction Period is 52 weeks after the respective Task Order Completion Date
42.3	Access to site to correct defects	The Service Manager arranges for the Employer to allow the Contractor access if it is needed for correcting a Defect
5	Payment	
50.1	The <i>assessment interval</i> is	between the [30th] day of each successive month.

51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	<p>Thirty (30) Calendar days after the signed assessment by both Parties and a valid Tax Invoice.</p> <p>ATTENTION: Eskom's standard policy on payment term for all contracts valued above R50 000 0000 (Fifty Million Rand), including VAT, is 60 days. Bidders are requested to bear this payment term in mind when submitting bids and concluding contracts.</p>
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.
6	Compensation events	All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC
7	Use of Equipment Plant and Materials	To be managed as per core clause 7 of the NEC3 TSC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Unprotected Strikes</p> <p>2. Natural disaster</p>
9	Termination	To be managed as per core clause 9 of the NEC3 TSC
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	4 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 ICE-SA Division.
	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 Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation					
X1.1	The <i>base date</i> for indices is	CPA will not be applicable since the execution period is 12 months				
	The proportions used to calculate the Price Adjustment Factor are:					
X2	Changes in the law					
	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.					
X7	Delay damages					
	5% per week of the Task order value of the delayed portion up to a maximum of 15%					
X7.1	Delay damages for Delivery are	<table border="1"> <thead> <tr> <th>Delivery of</th> <th>amount per day</th> </tr> </thead> <tbody> <tr> <td>Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station</td> <td>5% per week of the Task order value of the delayed portion up to a maximum of 15%</td> </tr> </tbody> </table>	Delivery of	amount per day	Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station	5% per week of the Task order value of the delayed portion up to a maximum of 15%
Delivery of	amount per day					
Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station	5% per week of the Task order value of the delayed portion up to a maximum of 15%					
X17	Low service damages					
X17.1	The <i>service level table</i> is in	[•]				
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				

Commented [PM1]: Include the table

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	2 months after the end of the <i>service period</i> .
X19	Task Order	
X19.3	Delay Damages	5% per week of the Task order value of the delayed portion up to a maximum of 15%
	Delivery of	amount per day
	Supply Two New Fire Diesel Engines, Install and Commission the Engines Matla Power Station	5% per week of the Task order value of the delayed portion up to a maximum of 15%
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
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected

Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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 Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

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

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

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

Z14.1 The *Employer* ensures that the *Ambient Air* in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

C1.2 Contract Data

Part two - Data provided by the Contractor

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

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

Notes to a tendering contractor:

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

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

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

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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
C	Target contract with price list
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is R
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in

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
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

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

Format of the *price list*

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

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

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

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

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

C2.2 the price list

Item	Description	Unit	Quantity	Rate	Amount
1	Preliminaries and General				
1.1	Site Establishment	Sum	1		
1.2	Site De-Establishment	Sum	1		
1.3	Adhering to all SHEQ Requirements	Sum	1		
1.4	Transportation etc.	Sum	1		
1.5	Other contractual requirements	Sum	1		
1.6	Plant and Equipment	Sum	1		
	Sub-Total				
2	Shutdown Clarifier for Maintenance and Cleaning				
2.1	North Raw water Clarifier	m3	1600		
2.2	North Raw CCW Clarifier	m3	1600		
2.3	North CCW Clarifier	m3	1600		
2.4	South Raw water Clarifier	m3	1600		
2.5	South Raw CCW Clarifier	m3	1600		
2.6	South CCW Clarifier	m3	1600		
2.7	Sewage Plant Clarifier 1	m3	800		
	Sub-Total				
3	HP Cleaning and Scale Removal				
3.1	North Raw water Clarifier	m3	1000		
3.2	North Raw CCW Clarifier	m3	1000		
3.3	North CCW Clarifier	m3	1000		
3.4	South Raw water Clarifier	m3	1000		
3.5	South Raw CCW Clarifier	m3	1000		
3.6	South CCW Clarifier	m3	1000		
3.7	Sewage Plant Clarifier 1	m3	300		
	Sub-Total				

4	Concrete Repairs				
4.1	Conduct visual inspection on all Clarifiers	Sum	1		
4.2	Supply material and conduct Concrete repairs on all the listed clarifiers Based on inspection outcome	Sum	1		
4.3	Saw-Cut defective concrete and remove it from site	m2	32034		
4.4	Prime Surface (SCP 743 or Similar)	m2	32034		
4.5	Concrete Repairs	m3	161		
4.6	Hydro-lock treatment - Concrete (Curing) (SCP 743 or Similar)	m2	3200		
	Sub-Total				
5	Bridge Runway Concrete Repairs				
5.1	Repair bridge runway on the North Raw Clarifier Bridge runway (150mm width)	m	142		
5.2	Repair bridge runway on the North Raw CCW Clarifier Bridge runway (150mm width)	m	142		
5.3	Repair bridge runway on the North CCW Clarifier Bridge runway (150mm width)	m	142		
5.4	Repair bridge runway on the North Potable Bridge runway (150mm width)	m	80		
5.5	Repair bridge runway on the South Raw CCW Clarifier Bridge runway (150mm width)	m	142		
5.6	Repair bridge runway on the South CCW Clarifier Bridge runway (150mm width)	m	142		
5.7	Repair bridge runway on the South CCW Clarifier Bridge runway (150mm width)	m	142		
5.8	Repair bridge runway on the Sewage plant Clarifier Bridge runway (150mm width)	m	80		
	Sub-Total				
6	Steel Work Inspection and Repairs (Raw, Raw CCW, potable and CCW Clarifiers)				
6.1	Remove existing steel tie Beams	No	144		
6.2	Supply and install new steel tie Beams PFC 100 x50 (length 6m)	No	144		
6.3	Remove existing Cross bracings	No	24		

6.4	Supply and install new steel cross bracings 70 x70 x8L (length 8m)	No	48		
6.5	Remove existing damaged weir plates	No	768		
6.6	Supply and install new weir plates	No	768		
	Sub-Total				
7	Launders and Concrete Repairs				
7.1	Conduct HP cleaning of the Launder internal walls	m2	3000		
7.2	Saw-Cut defective concrete and remove it from site	m2	400		
7.3	Prime Surface (SCP 743 or Similar)	m2	400		
7.4	Concrete repair work on support beams, columns, and walls	m3	21.5		
7.5	Hydro-lock treatment - Concrete (Curing) (SCP 743 or Similar)	m2	400		
7.6	Repair concrete as per inspection outcome	m3	10		
	Sub-Total				
8	Joints				
8.1	Remove existing damaged joints	m	66		
8.2	Supply and installation new joint material as per procedure in section 2.6 of the scope	m	66		
	Sub-Total				
9	Clarifiers Mechanical Repairs				
9.1	Conduct a visual inspection of the following on each clarifier	No	8		
9.2	Bottom Scrapper	No	8		
9.4	Floculator mixer and cone structure	No	6		
9.5	Impeller rotor drive assembly	No	8		
9.6	Bridge drive wheel assembly	No	8		
9.7	De-sludging system	No	8		
9.8	Electrical equipment	No	8		
9.9	Control and instrumentation equipment	No	8		
9.10	Impeller clearance tie rods	No	8		

9.11	Replace all defected and damaged equipment as per inspection	Sum	1		
	Sub-Total				
10	Walkways, Handrails, Gratings, and poles.				
10.1	sandblast all corroded walkway support beams (Blast clean to Grade Sa 3 (ISO 8501-1))	m2	200		
10.2	Apply 1 coat of primer	m2	200		
10.3	Apply stripe coat	m2	200		
10.4	Apply second coat	m2	200		
10.5	Remove corroded gratings and install new gratings	m2	200		
10.6	Remove existing handrails and Poles	No	90		
10.7	Install new poles	No	1130		
10.8	Install new handrails	m	1130		
10.9	Install new enclosure	No	92		
10.10	Install new bends	No	40		
	Sub-Total				
11	Cable rack (South WTP)				
11.1	Remove existing corroded cable rack	m	60		
11.2	Supply and install new cable rack (600mm width)	m	60		
	Sub-Total				
12	Portable Clarifier Impeller Gearbox Drive				
12.1	GEARBOX: TYPE: PLANETARY; RATIO: 1:4; SPEED: 2/6/15 RPM; MOTOR POWER: 15 KW; SHAFT SIZE: DIA 65 X LG 105 MM; APPLICATION: POTABLE CLARIFIER IMPELLER; ROTATION DIRECTION: CLOCKWISE; MOUNTING B5; LARGE FLANGE DIA 450MM	No	1		
	Sub-Total				
13	Potable Clarifier Bridge Gearbox Drive				
13.1	GEARBOX: TYPE: BRIDGE DRIVE;	No	1		

	RATIO: 1:14; SPEED: 1405 RPM; POWER: 0.37 KW; SHAFT SIZE: 75 MM; ROTATION DIRECTION: CLOCKWISE				
	Sub-Total				
14	Raw, Raw/CCW & CCW Clarifier (South & North) Impeller Gearbox Drive				
14.1	GEARBOX: TYPE: IMPELLER DRIVE; RATIO: 1:4; SPEED: 2-15 RPM; POWER: 80 KW; SHAFT, SIZE: DIA 230 X LG 285 MM; ROTATION DIRECTION: CLOCKWISE; PLANETARY; FLANGE DIA 660MM; FLANGE DRILLING TO ALLOW	No	6		
	Sub-Total				
15	Clarifier Bridge Drive Gearbox				
15.1	GEARBOX: TYPE: BRIDGE DRIVE; RATIO: 1:14; SPEED: 1405 RPM; POWER: 0.37 KW; SHAFT SIZE: 75 MM; ROTATION DIRECTION: CLOCKWISE	No	6		
	Sub-Total				
16	Clarifier Blowdown Valves				
16.1	DN150 Butterfly Valve, EPDM Lined, Cast Iron Body, PN16 Pressure Rating. Valve to be supplied assembled to an actuator.	No	6		
16.2	DN250 Butterfly Valve, EPDM Lined, Cast Iron Body, PN16 Pressure Rating. Valve to be supplied assembled to an actuator.	No	10		
16.3	DN350 Butterfly Valve, EPDM Lined, Cast Iron Body, PN16 Pressure Rating. Valve to be supplied assembled to an actuator.	No	10		
	Sub-Total				

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

C3.1 Service Information

The scope of work entails replacement of the two fire diesel engines with two new diesel engines at the LP pump house:

- Select, Procure, Supply, Install and Commission the two new diesel engines.
- The scope is inclusive of the whole diesel engines and associated equipment or components such as but not limited to exhaust system, diesel tanks, etc. however excluding the actual pumps

1. Description of the service

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
2	<p>The works comprise the selection, procurement, supply, removal of existing units, installation, testing, and commissioning of two new diesel-driven fire pump engines for the fire protection system at Matla Power Station.</p> <p>The scope includes all diesel engines and associated equipment and components necessary for their operation, including but not limited to engine control panels, batteries, coupling, exhaust systems, and dedicated diesel fuel storage and supply systems.</p> <p>The existing main fire pumps and jockey pump shall be retained and reused. The scope is limited to the replacement of the diesel engines and associated direct systems required for their operation and integration with the existing installation. No modifications to the broader fire water distribution system are included, except for minor works necessary to facilitate removal and installation of the engines.</p>			
2.1	<p>The scope of work for the old Diesel entails:</p> <ol style="list-style-type: none"> Removal of the two old diesel engines. Handover the engines to the client and all decommissioned equipment of the engines. Inspect the base and recommend, together with Matla engineering, repairs of the base if necessary 	<p>Specification for the old engines</p> <ul style="list-style-type: none"> Cummins NT 855-P335 Engines Bore: 139.7mm Stroke: 152.7mm Capacity: 14011cc 	Hold	Contractor

<p>d) Take measurements of the engines to ensure that the new engines will align correctly with the pump after the installation</p> <p>e) The contractor shall verify all existing interfaces, dimensions, and conditions before installation.</p> <p>f) Identify all other equipment that will be required for the running of the diesel engines</p> <p>g) Install and commission the diesel engines:</p> <ul style="list-style-type: none"> • Kirloskar 6SL9088TA diesel fire pump engines or approved equivalent, • Engine control panel with Deep Sea DSE-E800 controller and DSE9130 charger, • 2 x 12V 102Ah batteries, • Rubber/Fenner coupling, 	<ul style="list-style-type: none"> • Power: 250 kW @2100 RPM • Compression ratio: 14:1 to 1 • Cylinders 6 • Firing order: 1-5-3-6-2-4 • Rotation: Clockwise viewed on the flywheel <p>Pump information driven by the diesel engines</p> <ul style="list-style-type: none"> • Mather + Platt Pump • Impeller diameter: 480mm • Pump type: Centrifugal • Configuration: Horizontal Split Casing • Design duty: 540m³/h 		
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<ul style="list-style-type: none"> • Mild steel set-mounted exhaust, • Fuel tank • Specific labour, transport, testing and commissioning allowances <p>h) Train Eskom Maintenance and OPS personnel on the operation and maintenance of the diesel engines</p> <p>i) Provide a minimum 12-month warranty from the date of commissioning for the diesel engines</p> <p>Execution, Testing, and Commissioning Requirements</p> <p>j) The contractor shall be fully responsible for the execution of all activities required to deliver a</p>	<ul style="list-style-type: none"> • Design head 738 kPa • Stages: Single • Rated RPM: 1450 • Rated voltage: 380 • Rating: 149 kW <p>The specifications of the engines and pumps are given for tender purposes and guidance only. Full site inspection and/or assessment, calculations and proper selection must be done in consideration of latest standards and requirements governing fire diesel engines.</p> <p>Tender Requirements</p>		
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<p>complete, installed, tested and commissioned diesel fire pump engine system.</p> <p>The scope shall include, but not be limited to, the following:</p> <p>a) Factory Testing</p> <p>The contractor shall perform factory acceptance testing (FAT) on all supplied diesel engines and associated control systems prior to delivery. FAT documentation, including test certificates and performance verification results, shall be submitted to Eskom for review and approval.</p> <p>b) Transportation and Rigging</p>	<p>The contractor to supply the following documents with reply to the RFQ</p> <ol style="list-style-type: none"> 1. Proposed diesel engines information stating the comparability between old diesel engine and the new diesel engines. Information to include catalogue brochure of the engines complete with data sheets, indicating technical performances, dimensions of engines, length, width, height complete with output shaft details dimensions, elevation, etc. 2. Detailed method statement of how the work will be executed complete with the following as a minimum 		
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<p>The contractor shall be responsible for the transportation of all equipment to site, including offloading, handling, and rigging into final position. All lifting plans and rigging procedures shall be submitted for approval prior to execution.</p> <p>e) Commissioning and Functional Testing</p> <p>The contractor shall provide commissioning services, including start-up, operational testing, and functional verification of the diesel engines under simulated and/or actual operating conditions. Commissioning shall demonstrate compliance with performance requirements and applicable standards. The diesel engine and pump system shall demonstrate</p>	<ul style="list-style-type: none"> • Purpose • Scope • References • Responsibilities • Manpower • Required tools • Quality Control and Assurance • Safety Instructions and housekeeping <ol style="list-style-type: none"> 3. Company registration number 4. Diesel Mechanic with trade test certificate and 5 years working experience <p>Standards</p>		
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<p>compliance with required duty point (flow and pressure) during commissioning.</p> <p>f) Health and Safety File</p> <p>The contractor shall compile and submit a complete Health and Safety File in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and Eskom requirements prior to commencement of work. The file shall be maintained and updated throughout the execution of the works.</p> <p>g) Documentation and Data Packs</p>	<p>The diesel engines shall comply to all standards governing the design and manufacture of the diesel engines however not limited to</p> <ul style="list-style-type: none"> • ISO 9001 Quality Management Systems • OHS ACT Occupational Health and safety, Number 85 of 1993 • NFPA 20 <p>SANS 10287 and other recognised international standards.</p> <p>Fuel Tank</p>		
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<p>The contractor shall provide a complete data pack upon completion of the works, including but not limited to:</p> <ul style="list-style-type: none"> • Factory test certificates • Commissioning reports • Alignment reports • As-built drawings • Operation and maintenance manuals • Spare parts lists <p>General Requirements</p> <p>a) The proposed diesel engines shall be UL/FM approved as per NFPA 20 requirements</p>	<p>The diesel fuel storage system shall comply with the following minimum specifications:</p> <ul style="list-style-type: none"> • Tanks shall be constructed from mild steel or approved equivalent, suitable for diesel fuel service, and designed in accordance with SANS 10131 / SANS 10228 or applicable standards. • Each tank shall be complete with: <ul style="list-style-type: none"> ▪ Level indicator (visual and/or electronic) ▪ Low-level alarm and high-level alarm ▪ Lockable filling point with spill containment ▪ Drain valve and sampling point ▪ Vent pipe with flame arrester 		
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<p>b) The proposed diesel engines shall comply to all aspect of SANS 10287 and/or NFPA 20 unless otherwise approved by the Engineer.</p> <p>c) The rated output power of the selected diesel engine used to drive a pump shall be at least 10 % more than the full load demand of the pump at any flow rate up to the design pressure and 1,1 times the design flow rate</p> <p>d) The engines must be de-rated for the Matla Power Station Altitude and Temperature, taking cognisance where they are installed. All de-rating applied to be in-line with SANS 10287 requirements for diesel engines as stipulated in sections 5.4.5 and 5.5.3 in particular and overall standard in general.</p>	<ul style="list-style-type: none"> • Fuel supply and return lines shall be provided, including: <ul style="list-style-type: none"> ▪ Isolation valves ▪ Inline filtration system ▪ Flexible connections to accommodate vibration 		
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<p>e) The contractor supplies all equipment's and material necessary for the construction of the works. The contractor shall conduct a thorough inspection on site to assess all required equipment and material to complete the works and take measurement of the currently installed engines.</p> <p>f) Diesel engines to come with build in water heating element or improved technology for ease of use (Starting) during colder/winter season.</p> <p>g) The contractor shall design, supply, install, test, and commission a dedicated diesel fuel storage system for each fire diesel engine.</p> <p>h) Each diesel engine shall be provided with an independent fuel tank with a minimum capacity of 500 litres, or alternatively sized to provide a</p>			
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<p>at the new diesel engine control panels, unless specifically instructed by Eskom.”</p> <p>p) All existing field interfaces shall be verified during site assessment</p> <p>q) No major modification to fire water pipework, pressure control valves or distribution pipe systems is included, other than direct removal and reconnection necessary for installation of the replacement engines</p> <p>Full specifications for the old engines can be downloaded on <u>part_1.pdf (numeralkod.com)</u></p>			
<p>minimum of 8 hours continuous operation at full load, whichever is greater</p> <p>i) The contractor shall comply with the specification supplied by the client unless otherwise approved.</p> <p>j) The contractor to use the currently installed C&I and Electrical system to interface to the diesel engines.</p> <p>k) The engines to come with build in digital instrumentation readings.</p> <p>l) The engines to be painted signal red.</p> <p>m) Existing main fire pumps will be retained,</p> <p>n) Existing jockey pump will be retained.</p> <p>o) The Works exclude replacement or installation of new plant-wide power, signal, AUX, BMS and external control cabling beyond final terminations</p>			

Part 3: Scope of Work	1
C3.1: Employer's service Information	12
1 Description of the service	94
1.1 Executive overview	94
1.2 Employer's requirements for the service	94
1.3 Interpretation and terminology	94
2 Management strategy and start up	105
2.1 The Contractor's plan for the service	105
2.2 Management meetings	105
2.3 Contractor's management, supervision and key people	116
2.4 Provision of bonds and guarantees	116
2.5 Documentation control	116
2.6 Invoicing and payment	116
2.7 Contract change management	116
2.8 Records of Defined Cost to be kept by the Contractor	127
2.9 Insurance provided by the Employer	127
2.10 Training workshops and technology transfer	127
2.11 Design and supply of Equipment	127
2.12 Things provided at the end of the service period for the Employer's use	127
2.12.1 Equipment	127
2.12.2 Information and other things	127
2.13 Management of work done by Task Order	138
3 Health and safety, the environment and quality assurance	149
3.1 Health and safety risk management	149
3.2 Environmental constraints and management	149
3.3 Quality assurance requirements	149
4 Procurement	1540
4.1 People	1540
4.1.1 Minimum requirements of people employed	1540
4.1.2 BBBEE and preferencing scheme	1540
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	1540
4.2 Subcontracting	1540
4.2.1 Preferred subcontractors	1540
4.2.2 Subcontract documentation, and assessment of subcontract tenders	1640
4.2.3 Limitations on subcontracting	1644
4.2.4 Attendance on subcontractors	1644
4.3 Plant and Materials	1644
4.3.1 Specifications	1644
4.3.2 Correction of defects	1644

4.3.3	Contractor's procurement of Plant and Materials	1644
4.3.4	Tests and inspections before delivery	1644
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	1742
4.3.6	Cataloguing requirements.....	1742
5	Working on the Affected Property.....	1743
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	1743
5.2	People restrictions, hours of work, conduct and records.....	1743
5.3	Health and safety facilities on the Affected Property	1743
5.4	Environmental controls, fauna & flora.....	1743
5.5	Cooperating with and obtaining acceptance of Others.....	1843
5.6	Records of <i>Contractor's</i> Equipment.....	1843
5.7	Equipment provided by the <i>Employer</i>	1844
5.8	Site services and facilities.....	1844
5.8.1	Provided by the <i>Employer</i>	1844
5.8.2	Provided by the <i>Contractor</i>	1844
5.9	Control of noise, dust, water and waste	1844
5.10	Hook ups to existing works	1844
5.11	Tests and inspections	1944
5.11.1	Description of tests and inspections	1944
5.11.2	Materials facilities and samples for tests and inspections	1944
6	List of drawings.....	1945
6.1	Drawings issued by the <i>Employer</i>	1945

Description of the service

Executive overview

Put yourself in the position of the *Contractor's* senior management who need a high level overview of what is involved – the scope of work - so that they can decide when tendering whether they have the resources and capability to undertake the work. Include a description of the different services and disciplines of work involved within the *service* and the location where most of the work will be carried out.

Employer's requirements for the service

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

Interpretation and terminology

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

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

Management strategy and start up.

The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Use this section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor's* plan.

Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

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.

Contractor's management, supervision and key people

State any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the *Contractor* showing his people and their lines of authority / communication. This would be essential if the *Contractor* is a Joint Venture.

Provision of bonds and guarantees

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

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

Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to _____

and include on each invoice the following information:

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

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

Contract change management

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

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

Insurance provided by the *Employer*

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

Training workshops and technology transfer

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

Design and supply of Equipment

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

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

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

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

Equipment

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

Information and other things

ESKOM HOLDINGS SOC Ltd
PROJECT AND CONTRACT TITLE

CONTRACT NUMBER _____

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

Health and safety, the environment and quality assurance

Health and safety risk management

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

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

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

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

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

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

Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Procurement

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

People

Minimum requirements of people employed

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

BBBEE and preferencing scheme

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

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

Subcontracting

Preferred subcontractors

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

Subcontract documentation, and assessment of subcontract tenders

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

Limitations on subcontracting

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

Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

Plant and Materials

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. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

***Contractor's* procurement of Plant and Materials**

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

Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

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

List any Plant and Materials which are to be provided by the *Employer*.

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

Cataloguing requirements by the *Contractor*

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

Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Sites such as Koeberg Nuclear Power Station have very strict entrance requirements which tendering contractors need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades

People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

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

Environmental controls, fauna & flora

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

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.

Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

Site services and facilities

Provided by the Employer

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service.

Provided by the Contractor

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

