



NEC3 Term Service Contract (TSC3)

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

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

for **Maintenance of the fire protection system around the boiler burners for a period of five years during unit outages at Lethabo 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]

Maintenance of the fire protection system around the boiler burners for a period of five years during unit outages at Lethabo Power Station**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:

Maintenance of the fire protection system around the boiler burners for a period of five years during unit outages at Lethabo 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*

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	A: Priced contract with price list
	and secondary Options	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: <i>Additional conditions of contract</i>

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 <i>Contractor</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.

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	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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 – NOT APPLICABLE in this contract

- 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.

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given

notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The *Contractor* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.
- Z15.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its subcontractors requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.
- Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The *Employer* may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.
- Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the *Service Manager* may instruct the *Contractor* to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

Z16 Protection of Personal Information Act Compliance

- Z16.1 For the purposes of this clause, the terms “Data Subject”, “Personal Information”, “Processing” and “Regulator” and “Responsible Party” have the meanings given to them in the Protection of Personal Information Act, 2013 (“POPIA”).
- Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract (“Shared Personal Information”) and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party’s obligations under POPIA.
- Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject’s Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party’s Privacy Statement or to include a statement that the other Party’s Privacy Statement can be found on the other Party’s corporate website; and
- Z16.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
 - adequate, relevant and not excessive Processing.
- Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z16.5.1 the other Party’s Processing of the Shared Personal Data; or
- Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z16.6.1 promptly and without undue delay forward the request to the other Party; and
- Z16.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z16.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.
- Z16.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.
- Z16.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and ~~damage, as well as penalties and fines arising from the requesting Party’s non-compliance with the provisions of any relevant legislation applicable to Personal Information or data protection, as well~~ as damage to the consenting Party’s reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

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)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 The <i>subcontracted fee percentage</i> is	5% %
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	

² 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 _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg**

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd (the *Employer*) and

{Insert registered name and address of the Contractor} (the *Contractor*), for

{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;

- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

ESKOM HOLDINGS SOC Ltd
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER _____

Witness: _____
Bank's seal or stamp

Witness: _____

Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
 - 1.6 "*Employer*" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.9 "Project" – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 state the amount claimed ("the Demand Amount");
 - 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 77 above, personal to the *Employer* and is neither negotiable nor transferable.
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

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.

C2.1 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate	Price
IR					
1	Perform pre-inspection and submit report to determine condition of system and establish missing components	ea			
2	Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)	sum			
3	Cleaning of open head nozzles (3x 36 Nozzles)	sum			
4	Removal and re-installation of detection systems if needed (in case specific burners need to be withdrawn)	ea			
5	Replacement of damaged flexible piping	ea			
6	Replacement of missing heat collection plates	ea			
7	Replacement of missing hold down bolts	ea			
8	Replacement of missing pipe supports	ea			
9	Replacement of missing detection bulbs	ea			
10	Replacement of missing open head nozzles	ea			
11	Site Establishment	ea			
12	Health and Safety	ea			
Item nr	Description	Unit	Expected Quantity	Rate	Price
MGO/GO					
13	Perform pre-inspection and submit report to determine condition of system and establish missing components	ea			
14	Removal of detection pipe work on 36	sum			

	burners, plugging of the connection between the valve and the detection pipe work				
15	Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)	ea.			
16	Cleaning of open head nozzles (3x 36 Nozzles)	sum			
17	Refurbishment of alarm valves (MJC's) (36 valves)	sum			
18	Replacement of alarm valve (if needed, valve to be supplied by maintenance as it is a stock item)	ea			
19	Replacement of damaged flexible piping	ea			
20	Replacement of missing heat collection plates	ea			
21	Replacement of missing hold down bolts	ea			
22	Replacement of missing pipe supports	ea			
23	Replacement of missing detection bulbs	ea			
24	Replacement of missing open head nozzles	ea			
25	Unplugging of detection line and reinstatement of the detection pipe work	sum			
26	Site Establishment	ea.			
27	Health and Safety	ea.			
Item nr	Description	Unit	Expected Quantity	Rate	Price
Replacement components					
28.	Alarm Valves (MJC's)	ea			
29.	Heat Collection Plates	ea			
30.	Braided Steel Flexible Hoses	ea			
31.	Hold down bolts	ea			
32.	U-Bolts	ea			
33.	Pipe Supports	ea			

The total of the Prices

- Prices to include all the *Supplier's* overheads.
- Travelling costs for the *Contractor's* personnel on, to, and from, site will be for the *Supplier's* account.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

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Description of the *service*

Executive overview

Description of the *service*

The Scope

1. Description of the *services*

Scope for IR:

- Perform pre-inspection and submit report to determine condition of system and establish missing components
- Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)
- Cleaning of open head nozzles (3x 36 Nozzles)
- Removal and re-installation of detection systems if needed (in case specific burners need to be withdrawn)
- Replacement of flexible piping with reinforced braided steel flexible piping where damage is evident based on pre-inspection report
- Replacement of missing heat collection plates based on pre-inspection report. To be supplied by the contractor
- Replacement of missing hold down bolts based on pre-inspection report. To be supplied by the contractor
- Replacement of missing pipe supports based on pre-inspection report. To be supplied by the contractor
- Replacement of missing detection bulbs based on pre-inspection report. To be supplied by Eskom
- Replacement of missing open head nozzles based on pre-inspection report. To be supplied by Eskom

Scope for MGO & GO:

- Perform pre-inspection and submit report to determine condition of system and establish missing components
- Removal of detection pipe work on 36 burners, plugging of the connection between the valve and the detection pipe work. Contractor to provide plugs and this is to be done 1 week before unit is to be shut down.
- Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)
- Cleaning of open head nozzles (3x 36 Nozzles)
- Refurbishment of alarm valves (MJC's) (36 valves)
- Replacement of alarm valves (MJC's) if needed based on pre-inspection report, valves to be supplied by contractor
- Replacement of all removed flexible piping with reinforced braided steel flexible piping where damage is evident based on pre-inspection report
- Replacement of missing heat collection plates based on pre-inspection report
- Replacement of missing hold down bolts based on pre-inspection report
- Replacement of missing pipe supports based on pre-inspection report
- Replacement of missing detection bulbs based on pre-inspection report. To be supplied by Eskom
- Replacement of missing open head nozzles based on pre-inspection report. To be supplied by Eskom
- Unplugging of detection line and reinstatement of the detection pipe work, this is to be done 1 week after unit is returned to service

Description of the service
The Scope

1. Description of the services

Scope for IR:

- Perform pre-inspection and submit report to determine condition of system and establish missing components
- Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)
- Cleaning of open head nozzles (3x 36 Nozzles)
- Removal and re-installation of detection systems if needed (in case specific burners need to be withdrawn)
- Replacement of flexible piping with reinforced braided steel flexible piping where damage is evident based on pre-inspection report
- Replacement of missing heat collection plates based on pre-inspection report. To be supplied by the contractor
- Replacement of missing hold down bolts based on pre-inspection report. To be supplied by the contractor
- Replacement of missing pipe supports based on pre-inspection report. To be supplied by the contractor
- Replacement of missing detection bulbs based on pre-inspection report. To be supplied by Eskom
- Replacement of missing open head nozzles based on pre-inspection report. To be supplied by Eskom

Scope for MGO & GO:

- Perform pre-inspection and submit report to determine condition of system and establish missing components
- Removal of detection pipe work on 36 burners, plugging of the connection between the valve and the detection pipe work. Contractor to provide plugs and this is to be done 1 week before unit is to be shut down.
- Cleaning of detection bulbs and heat collection plates (3x36 bulbs & plates)
- Cleaning of open head nozzles (3x 36 Nozzles)
- Refurbishment of alarm valves (MJC's) (36 valves)
- Replacement of alarm valves (MJC's) if needed based on pre-inspection report, valves to be supplied by contractor
- Replacement of all removed flexible piping with reinforced braided steel flexible piping where damage is evident based on pre-inspection report
- Replacement of missing heat collection plates based on pre-inspection report
- Replacement of missing hold down bolts based on pre-inspection report
- Replacement of missing pipe supports based on pre-inspection report
- Replacement of missing detection bulbs based on pre-inspection report. To be supplied by Eskom
- Replacement of missing open head nozzles based on pre-inspection report. To be supplied by Eskom
- Unplugging of detection line and reinstatement of the detection pipe work, this is to be done 1 week after unit is returned to service

Penalty will be effective as soon as the target has been missed.
The weight is of the total assessment value.

Negligence or an act of omission from the contractor resulting in man hour's loss or any similar direct loss will be deemed as a low service damages

Employer's requirements for the service

1. Task Order process

- The *Employers'* Representative, or his delegate, issues a unique Task Order for Burners Fire protection system services required

2. Intentions of the Employer before Completion

- The *Employer* reserves the right to carry out any checks, on quantities and categories of the personnel supplied per Task Order.
- The *Employer* reserves the right to carry out any checks, or conduct any physical inspections or tests, on the service provided.

3. Particulars to be included on the Supplier's Tax Invoice

- The *Employers'* Contract number
- The *Employers'* Task Order number
- The *Suppliers'* VAT number
- Duration and description of the Task for which the services were rendered
- Quantities and categories of expenses per Task Order

4. Material provided by the Employer for the services.

- The Supplier is responsible for time keeping of the personnel on Site and supplies the original to the *Employer* on completion of the Task Order.
- The Supplier is responsible for keeping record of the quantities of Equipment and consumables on Site and supplies the original to the *Employer* on completion of the Task Order.
- Any material provided by the *Employer* is restricted to copying as required for the purpose of providing the Services.

5. Access provided by the Employer to a person, service, facility place or thing, including restrictions if any

6. Services and equipment supplied by the Employer

- Under no circumstances is the *Supplier* or his employees allowed to connect up to any piped services or electrical supply without the permission of the *Employer*.

7. Supply of Electricity

- 220V, 30A and 380V, 60A power supplies are available. All installations or equipment connected to a supply of electricity provided free of charge by the *Employer* must comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.
- No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning and it shall not be grounds for additional time or compensation.

8. Water

- The *Employer* makes available free of charge, potable water as required for the purpose of this Contract.

9. Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the *Supplier* that is incurred from damage caused to underground services, structures, etc., as a result of the *Supplier* not using the prescribed routes.

10. First Aid Centre

- Incidents and accidents must be reported and to the *Employer* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Lethabo medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.
- Any incident or accident is at the *Supplier's* cost, if reasonable skill and care has not been taken by the *Supplier*.

11. Telecommunications

- The *Supplier* arranges with the *Employer* for the use of telecommunication services.

12. Plant & Materials

- **The *Employer* may at his own discretion supply any Plant and or Materials as required by the *Supplier* to Provide the Services.**

13. Security

- The *Supplier* is responsible for security of all personnel tools and equipment on *Site*. This includes fencing off, night watch and access control if required.
- All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.

14. Sanitary Facilities

- The *Employer* makes available to personnel, the reasonable use of sanitary facilities on *Site*.
- The *Supplier* provides service, maintain and remove on *completion* any additional facilities that are required.

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
AS	Authorised Supervisor
CV	Curriculum Vitae
ISO	International Organization for Standardization
MW	Megawatt
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
QMS	Quality Management System
SOW	Scope of Work
TET	Technical Evaluation Team

Management strategy and start up.

The Contractor's plan for the service

1. Services Provided by the Supplier

1.1 Electrical Equipment / Appliances, Lighting and Power

* Any electrical equipment or appliances supplied to Site must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.

* The Employer has the right to stop the Supplier's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

1.2 Accommodation and transportation of Employees

- The Supplier is responsible for the provision of accommodation or meals for all personnel on Site. The cost thereof to be included in his Price.
- The Supplier is responsible for the provision of transportation for all personnel to Site, from Site and on Site. The cost thereof to be included in his Price.

1.3 Offices, Workshops and Stores

- The Supplier provides, erect and maintain for his own use, **any additional office accommodation and stores he requires** for and Equipment Hire, together with drainage, lighting, heating, and hot and cold water services as required.
- The Supplier is also responsible for all security and access arrangements that he considers necessary for any additional office accommodation and stores he requires
- The Supplier provides at his own cost, all connection fittings, pipework, temporary plumbing, and pumps necessary to lead the water from the point of supply to the various points where it is required, maintain same and remove on completion. Such fittings must be compatible with the Employer's fittings so that galvanic corrosion of pipework is prevented.

*

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	Weekly on Mondays at 08H00	MS Teams	Employer and Contractor
Overall contract progress and feedback	Weekly on Mondays at 08H00	MS Teams	Employer and Contractor
Outage meetings	Daily on Mondays to Thursdays at communicated times	MS Teams	Employer and Contractor
Outage close out meetings	At the end of every outage	MS Teams/Allocate venue	Employer and Contractor

- **Non-Conformance and Defects:** NCR's and defects notifications are issued; the Service provider will acknowledge the receipt within 48 hours and proposes corrective and preventive actions to the client as per the contract response period (within 07 working days). The corrective and preventive actions will include the implementation and completion dates.

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the manufacture of the *goods*. Records of these meetings shall be submitted to the *Supply 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

Qualified Artisans (Fitters)
Authorised Supervisor
Safety Officer

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

Use of standard forms

The *Contractor* shall use the following standard form and all the forms shall be requested from the *Employer* when needed:

- DCC 333 - *Employer's* Assessment
- DCC 367 – Event Register
- DCC 368 – Completion Certificate
- DCC 370 – Access Certificate
- DCC 371 – Notification of Defect
- LFM 1007 – Quality Control for *Contractor*

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

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

2.1 Task Order process (Option A2 only)

- The *Employers'* Representative, or his delegate, issues a unique Task Order for Burners fire protection system maintenance services required

2.2 Intentions of the *Employer* before Completion

- The *Employer* reserves the right to carry out any checks, on quantities and categories of the personnel supplied per Task Order.

The *Employer* reserves the right to carry out any checks, or conduct any physical

Health and safety, the environment and quality assurance

Health and safety risk management

Specifications

General Specifications:

Health and Safety requirements:

The Contractor shall comply with the Occupational Health and Safety requirements Act 85 of 1993 as well as per the Employer's procedure as stipulated below:

SHEQ Policy 32-727

The Employer's Procurement and Supply Chain Management Procedure 32-1034

SHE Requirements for the Employer's Commercial Process 32-726

Contractor Health and Safety Requirements 32-136

Integrated SHE Organization; Roles and Responsibilities and Statutory Appointments 32- 296

Live-saving Rules 240-62196227

Employer's SHEQ Policy: The Purchaser has made a commitment to conduct business with respect and care for people, the environment, and assets and that no operating condition or urgency of service justifies exposing anyone to negative risks arising from the Employer's business. Compliance with the Purchaser's SHEQ Policy and applicable regulations is the responsibility of every employee and Contractor.

Safety risk management: "Standard for health and safety at Lethabo Power Station - requirements to be met by Contractors".

Compliance to the Eskom Lifesaving Rules Procedure 240-62196227, National Road Traffic Act 93 of 1996, Eskom Vehicle Safety Specifications 32-345, Vehicle & Driver Safety Management Procedure 240-62946386, Occupational Health and Safety Risk Assessment Procedure 32-520, Occupational Health & Safety Act 85 of 1993.

Vehicle and driver safety: All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements

Transportation of passengers: open LDV's:

No Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's).

It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate
- seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to onsite and off-site transportation of passengers.

Incidents / Accidents:

Incidents and accidents must be reported to the Purchaser within 24 hours.

First Aid must be made available by the supplier. Alternatively use can be made of the Lethabo medical centre. The availability of the Supplier's own first aid does not relieve the Supplier of his obligation to report and investigate the incident.

SAFETY – any special legislation adherence required from the suppliers, has Eskom its own safety requirements?

- Contractual requirements mean the suppliers will submit the tender returnable during the tender close-out.
- The evaluation will take place once the mandatory and Functionality evaluation have been completed.
- service provider will be given only ONE opportunity to submit the outstanding documents within 7 working days
- Failure to submit the outstanding documents within the stipulated time; may result in the tenderer being regarded as non-responsive and ineligible for contract award.
- These OHS requirements will form part of the procurement process and must be complied with prior to signing the contract (Note: these requirements are applicable to the tender phase only).
- The service provider shall comply with the OHS Safety file requirements which will be issued to the successful bidder, and no work may commence until the Safety file is approved by the Contract custodian together with the OHS professional.
- The following will form part of the tender evaluation criteria and must be complied with:
- Acknowledgement of Eskom's SHE rules, and requirements form (Annexure B) signed and submitted by the tenderer
- National driver's license (applicable to drivers)
- Valid Letter of Good Standing (COIDA or equivalent)
- The OHS Act 37(2) agreement which will be signed with the contract Subcontractor management –
- Management commitment to ensure that the delivery company complies with Eskom and legal requirements as amended (formal letter on the company letter head),
 - The sub-contractor shall comply with the following:
 - National driver's license
 - OHS Act 37(2) agreement signed by the CE/MD
 - Valid letter of good standing

Environmental constraints and management

Environmental requirements:

Contractor shall comply to all environmental procedures on site, including the following

No EIA needed, however, to ensure compliance to environmental requirements ISO14001, the following Lethabo environmental procedures will be provided with tender documents. LBE21001; LBE21002; LBE22001; LBE22002; LBE22004; LBE22005; LBE23001; LBE23003; LBE23004

<p>Environmental Non-conformance to environmental requirements</p>	<p>Contractor to be familiarized with Lethabo waste management procedure.</p> <p>Contractor to be familiarised with Environmental Statement of Commitment.</p> <p>Contractor shall report all incidents or risks whilst on the job to the Eskom Project leader who will inform the environmental department No work to be performed on site. Deliveries and collection only.</p> <p>All spares to be stored at correctly allocated areas only.</p>	
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Waste Management: All waste must be disposed in a sound environmental manner in accordance with Lethabo Power Station Waste Management Procedure. Conformance to the Purchaser’s Environmental Legal and other Requirements and the project must conform to Lethabo Power Station ISO14001 Standard with reference to Lethabo Power Station’s Environmental Management System Manual. All environmental incidents must be dealt with as per the Station’s Incident Management, Corrective and Preventative Procedure and all environmental incidents must be reported to the Environmental Department on site.

Waste shall be removed promptly to the designated disposal area. No stockpiling will be permitted. Waste segregation is important to facilitate recycling of waste. Ensure waste is disposed of in the correct colour bin: -

1. Domestic waste to the white waste bins
2. Paper and cans to their respective recycling bins

Scrap metal, Wood & Rubber, Redundant Valves, Pipes, Idlers, Equipment etc. to be placed in the marked bins in the new Salvage Yard. Solvents and cloths used to the Cleaning Bay

Fire Prevention

Fire prevention and protection requirements, to which Supplier must comply, are detailed in LBA 00030.

Quality assurance requirements

QUALITY - to ensure conformance to the latest version of primary management system and the following standards must be followed:

ISO 9001:2015 Quality Management System requirements.

ISO10005 – Quality Management System Guidelines for Quality Plans

ISO10006 – Quality Management Systems Guidelines for Quality Management in Projects

ISO10007 – Quality Management Systems Guidelines for Configuration Management

ISO31000 – Risk Management Principles & Guideline

ISO 55000 Series – Asset Management

Risks & Mitigations:

Risk	Mitigation
Non-adherence to documented procedures and quality requirements governing the scope of work may result in recurring compromised equipment reliability, and substandard workmanship, leading to operational inefficiencies and safety risks	The supplier is required to comply with all applicable technical specifications and SHERQ (Safety, Health, Environment, Risk, and Quality) processes to ensure the accuracy, reliability, and safe execution of the work
Fire protection system not fully functional after maintenance may lead to Increased fire/explosion risk, safety incident	
Failure to demonstrate and maintain technical competence during the work execution may result in improper maintenance, leading to equipment malfunction, compromised system reliability	The supplier to ensure detailed ITP; functional testing; commissioning sign-off
Failure to identify and manage Non-Conforming Outputs will lead to reduced equipment reliability	
	Ensure that all activities are performed by qualified and competent personnel in accordance with applicable technical and safety standards
Inadequate risk management may result in equipment failures	
	Eskom shall be informed of non-conforming products and/or services as soon as such non-conformances are recognized by the supplier. The supplier/contractor shall implement the respective processes which must adequately reflect Eskom involvement.
Failure to include necessary returnable or adhere to the tender requirements may result in delays from the awarding process	Implement a formal risk assessment and control plan covering routine and non-routine activities
	The supplier is required to submit all documentation specified under Category 2
-	-

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

The following Plant and Materials are subject to inspection and verification prior to delivery to Site:

- Replacement alarm valves (MJs)
- Reinforced braided steel flexible hoses
- Heat collection plates
- Pipe supports, U bolts and hold down bolts

The Contractor shall ensure that all Plant and Materials supplied are new, fit for purpose, and comply with the relevant OEM specifications and applicable fire protection standards.

No factory acceptance testing is required unless specifically instructed by the Service Manager.

All inspections and verification shall be carried out in South Africa. No overseas inspections by the Employer or its agents are required.

Certificates of conformity and material certificates shall be made available to the Service Manager upon request and prior to installation.

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

- Alarm Valves (MJs)
- Heat Collection Plates
- Braided Steel Flexible Hoses
- Hold down bolts
- U-Bolts
- Pipe Supports

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*

The Employer will make the following facilities available to the Contractor, subject to site rules, availability, and operational constraints:

- Existing access platforms and walkways within the boiler and burner areas
- Service elevators for personnel and light equipment access

Scaffolding will be provided by the Employer as and when required and as determined by the Employer's site arrangements.

The following are expressly excluded:

- Overhead cranes or lifting equipment
- Step ladders

The Contractor shall make allowance for all tools and access equipment not listed above.

Use of Employer provided facilities is subject to compliance with site safety procedures and permit requirements. The Employer gives no guarantee of availability, and unavailability of such facilities is not a compensation event.

Site services and facilities

Provided by the *Employer*

* Under no circumstances is the *Supplier* or his employees allowed to connect up to any piped services or electrical supply without the permission of the *Employer*.

1. Supply of Electricity

- 220V, 30A and 380V, 60A power supplies are available. All installations or equipment connected to a supply of electricity provided free of charge by the Employer must comply with all relevant safety regulations and requirements. Failure to comply with the safety requirements may lead to immediate disconnection.
- No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning and it shall not be grounds for additional time or compensation.

2. Water

- The *Employer* makes available free of charge, potable water as required for the purpose of this Contract.

3. Roads

- All traffic is limited to using existing roads.
- The *Employer* recovers any costs from the *Supplier* that is incurred from damage caused to underground services, structures, etc., as a result of the *Supplier* not using the prescribed routes.

4. First Aid Centre

- Incidents and accidents must be reported and to the *Employer* within 24 hours.
- First aid must be made available by the *Supplier*. Alternatively use can be made of the Lethabo medical centre at a fee. The availability of the *Supplier's* own first aid does not relieve the *Supplier* of his obligation to report and investigate the incident.
- Any incident or accident is at the *Supplier's* cost, if reasonable skill and care has not been taken by the *Supplier*.

5. Telecommunications

- The *Supplier* arranges with the *Employer* for the use of telecommunication services.

6. Plant & Materials

- The *Employer* may at his own discretion supply any Plant and or Materials as required by the *Supplier* to Provide the Services.

Provided by the *Contractor*

1. Electrical Equipment / Appliances, Lighting and Power

- Any electrical equipment or appliances supplied to Site must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The *Employer* has the right to stop the *Supplier's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

2. Security

- The *Supplier* is responsible for security of all personnel tools and equipment on *Site*. This includes fencing off, night watch and access control if required.
- All these measures must be in accordance with any relevant regulations and standards and subject to the *Employer's* approval.

3. Accommodation and transportation of Employees

- The *Supplier* is responsible for the provision of accommodation or meals for all personnel on Site. The cost thereof to be included in his Price.
- The *Supplier* is responsible for the provision of transportation for all personnel to Site, from Site and on Site. The cost thereof to be included in his Price.

4. Offices, Workshops and Stores

- The *Supplier* provides, erect and maintain for his own use, **any additional office accommodation and stores he requires** for and Equipment Hire, together with drainage, lighting, heating, and hot and cold water services as required.
- The *Supplier* is also responsible for all security and access arrangements that he considers necessary for any additional office accommodation and stores he requires
- The *Supplier* provides at his own cost, all connection fittings, pipework, temporary plumbing, and pumps necessary to lead the water from the point of supply to the various points where it is required, maintain same and remove on *completion*. Such fittings must be compatible with the *Employer's* fittings so that galvanic corrosion of pipework is prevented.
-

5. Sanitary Facilities

- The *Employer* makes available to personnel, the reasonable use of sanitary facilities on Site.
- The *Supplier* provides service, maintain and remove on *completion* any additional facilities that are required.

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

State any constraints

No permanent hook-ups to existing mechanical, fire protection, electrical, or control systems are permitted without written permission from the Employer.

Temporary disconnection and re-connection of fire detection pipework is permitted only as described in the Scope of Work and shall:

- Be limited to unit outage periods unless otherwise instructed
 - Be coordinated with the Employer's outage programme
 - Not compromise the integrity or availability of the remaining fire protection system
- Any unauthorised connection or modification shall be corrected at the Contractor's cost.

Tests and inspections

Description of tests and inspections

The Contractor shall carry out the following tests and inspections:

- Visual inspection of all detection pipework, fittings, nozzles, and detection bulbs
- Verification of correct installation and reinstatement of removed components
- Leak and continuity checks on reinstalled detection lines
- Functional confirmation of alarm valve operation following refurbishment or replacement

The Service Manager or Employer's Representative may witness any inspection or test.

Any defects identified shall be corrected by the Contractor in accordance with the contract and at no additional cost unless resulting from an Employer's risk.

Materials facilities and samples for tests and inspections

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

List of drawings

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
0.63/8192	13	Lethabo Power Station Schematic diagram of fire control systems and associated services
0.63/57381	0	Lethabo Power Station Unit 1 – Boiler Plant Fire Protection
0.63/57382	0	Lethabo Power Station Unit 2 – Boiler Plant Fire Protection
0.63/57383	0	Lethabo Power Station Unit 3 – Boiler Plant Fire Protection
0.63/57384	0	Lethabo Power Station Unit 4 – Boiler Plant Fire Protection
0.63/57385	0	Lethabo Power Station Unit 5 – Boiler Plant Fire Protection
0.63/57386	0	Lethabo Power Station Unit 6 – Boiler Plant Fire Protection