



NEC3 Term Service Contract (TSC3)

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

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

for

The provision to supply Maintenance and repairs to  
station diesel gens A and B, diesel generators U1-U6  
LP demin diesel pumps no7 and 8 and Fire spray  
pump diesel gen engines  
.

| Contents:                          | No of<br>pages |
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| 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

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| Contents:                                                 | No of pages |
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| 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                                  | [•]         |

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## C1.1 Form of Offer & Acceptance

### Offer

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

### Title of the Contract

**To supply mantainance and repairs to station diesel gens A and B, diesel generators U1-U6 LP demin diesel pumps no7and 8 and Fire spray punp diesel gen engines.**

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 <sup>1</sup>          | 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)

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

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:** \_\_\_\_\_

Name & signature of witness *(Insert name and address of organisation)* \_\_\_\_\_ Date \_\_\_\_\_

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

Part C1                      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2                      Pricing Data

Part C3                      Scope of Work: Service Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name & signature of witness  
(Insert name and address of organisation)

Date

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

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

Note:

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

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

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

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

**For the tenderer:****For the Employer**

Signature

Name

|                             |                                                    |                                                    |
|-----------------------------|----------------------------------------------------|----------------------------------------------------|
| Capacity                    | _____                                              | _____                                              |
| On behalf of                | (Insert name and address of organisation)<br>_____ | (Insert name and address of organisation)<br>_____ |
| Name & signature of witness | _____                                              | _____                                              |
| Date                        | _____                                              | _____                                              |

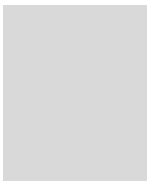
## C1.2 TSC3 Contract Data

### 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      | <b>General</b>                                                                          |                                           |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                           |
|        |      | <b>A: Priced contract with price list</b> |
|        | dispute resolution Option                                                               | <b>W1: Dispute resolution procedure</b>   |

and secondary Options

**X1: Price adjustment for inflation**

**X2 Changes in the law**

**X18: Limitation of liability**

**X19: Task Order**

**Z: Additional conditions of contract**

of the NEC3 Term Service Contract  
April 2013<sup>2</sup> (TSC3)

|          |                                                             |                                                                                                                                                         |
|----------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Employer</i> is (name):                              | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b> |
|          | Address                                                     | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>                                                                         |
|          | Tel No.                                                     | <b>013 6900 330</b>                                                                                                                                     |
|          | Fax No.                                                     |                                                                                                                                                         |
| 10.1     | The <i>Service Manager</i> is (name):                       | <b>Lucky Mtembu</b>                                                                                                                                     |
|          | Address                                                     | <b>P O Box 2199 Witbank 1035</b>                                                                                                                        |
|          | Tel                                                         | <b>013 690 0683</b>                                                                                                                                     |
|          | Fax                                                         |                                                                                                                                                         |
|          | e-mail                                                      | <b>mtembuml@eskom.co.za</b>                                                                                                                             |
| 11.2(2)  | The Affected Property is                                    | <b>Duvha Power Station</b>                                                                                                                              |
| 11.2(13) | The service is                                              | <b>Maintenance and repairs of Stationary Diesel Engines at Duvha Power Station.</b>                                                                     |
| 11.2(14) | The following matters will be included in the Risk Register | <b>QC and QA Documents use of substandard spares<br/>Late delivery</b>                                                                                  |
| 11.2(15) | The Service Information is in                               | <b>Part 3: Works Information or Scope of</b>                                                                                                            |

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

Work.

|      |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.2 | The <i>law of the contract</i> is the law of  | <b>the Republic of South Africa</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 13.1 | The <i>language of this contract</i> is       | <b>English</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 13.3 | The <i>period for reply</i> is                | <b>One week</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2    | <b>The Contractor's main responsibilities</b> | <b>To supply mantainance and repairs to station diesel gens A and B, diesel generators U1-U6 LP demin diesel pumps no7and 8, Fire spray punp diesel gen engines and diesel Engine for compressor at Duvha power station.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3    | <b>Time</b>                                   | <b>07:00 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 30.1 | The <i>starting date</i> is.                  | <b>06 May 2024</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 30.1 | The <i>service period</i> is                  | <b>3 years</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4    | <b>Testing and defects</b>                    | <b>No data is required for this section of the conditions of the contract.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5    | <b>Payment</b>                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 50.1 | The <i>assessment interval</i> is             | <b>between the 25<sup>th</sup> day of each successive month.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 51.1 | The <i>currency of this contract</i> is the   | <b>South African Rand</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 51.2 | The period within which payments are made is  | <b>3 weeks after submitting the invoice.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 51.4 | The <i>interest rate</i> is                   | <p><b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b></p> <p><b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States</b></p> |

Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

|      |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6    | Compensation events                  | <p>Changes to the service made by Service Manager's instruction to change the Service information.</p> <p>The procedure for accepting a Defect is stated in clause 43. An instruction to change the Service information after acceptance of the Contrators quotation under subclause 43.1 is not a compensation event.</p> <p>A change to the Contractor's plan made at his own request is not a compensation event. The clause also gives precedence to the Service Information in part one of the Contract Data over the Service Information in part two of the Contract Data. Thus the Contractor should ensure that the Service Information he prepares and submits with his tender as part two of the Contract Data complies with the requirements of the Service Information in part one of the Contract Data.</p> |
| 7    | Use of Equipment Plant and Materials | The contractor shall not use the equipment, plant and material for his/her own purpose other than for providing the service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8    | Risks and insurance                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 80.1 | These are additional Employers Risk  | Unavailability of station diesel gens A and B, diesel generators U1-U6 LP demin diesel pumps no7and 8, Fire spray pump diesel gen engines DIESEL GEN and COMPRESORS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|      |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                        |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table                                                                                                                                                                                                                                                                                                      | as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance).                                                                                                                                  |
| 83.1 | The <i>Employer</i> provides these additional insurances                                                                                                                                                                                                                                                                                                                    | as stated for “Format TSC3” available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (See Annexure A for basic guidance)                                                                                                                                   |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property is                                                                                                                                                                                                                                      | the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies</a> – From_1_April_2014_To_31_March_2015.aspx |
| 83.1 | The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer’s</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor’s</i> Providing the Service for any one event is: | whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .                                                                                                                                                                                                                                   |
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:                                                                                                                                      | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..                                                      |
| 9    | <b>Termination</b>                                                                                                                                                                                                                                                                                                                                                          | 90.1 Both the Employer and Contractor have rights of termination. The Party wishing to terminate initiates the procedure by notifying the Service Manager and giving his reasons for terminating. If satisfied that there are valid contractual                                                                                        |

grounds for termination, the Service Manager issues a termination certificate promptly.

90.2 Only the Employer has a right of termination entirely at his discretion, i.e. without one of the reasons listed in R1 to R21. The Contractor can terminate only for one of the reasons listed in the Termination Table. For convenience, the reasons are given an identification reference and are fully described in Clause 91. If the Employer wishes to terminate for a reason other than those in R1 to R21, he should state this in notifying the Service Manager under subclause 90.1. The procedures to be followed and the amount due to the Contractor are generally related to the reasons for terminating, although some are independent of the reasons.

|           |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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 | <b>one week.</b>                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| 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 <a href="http://www.ice-">www.ice-</a>                                                                                                                                                                                                                    |

|                                                                   |                                                                                                                          |                                                                                                                                                  |                |                   |                       |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|-----------------------|
| <a href="http://sa.org.za">sa.org.za</a> ) 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                                                                             | Johannesburg South Africa                                                                                                                        |                |                   |                       |
|                                                                   | The person or organisation who will choose an arbitrator                                                                 | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.                        |                |                   |                       |
|                                                                   | - if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is |                                                                                                                                                  |                |                   |                       |
| 12                                                                | Data for secondary Option clauses                                                                                        |                                                                                                                                                  |                |                   |                       |
| X1                                                                | Price adjustment for inflation                                                                                           |                                                                                                                                                  |                |                   |                       |
| X1.1                                                              | The <i>base date</i> for indices is                                                                                      | YEARLY                                                                                                                                           |                |                   |                       |
|                                                                   | The proportions used to calculate the Price Adjustment Factor are:                                                       | propor                                                                                                                                           | linked to      | Index prepared by |                       |
|                                                                   |                                                                                                                          | tion                                                                                                                                             | index for      |                   |                       |
|                                                                   |                                                                                                                          | 10%.                                                                                                                                             | [Fixed]        |                   | [•]                   |
|                                                                   |                                                                                                                          | 70%                                                                                                                                              | [labour]       |                   | [C3 Seifsa table]     |
|                                                                   |                                                                                                                          | 10%                                                                                                                                              | [Transport]    |                   | [L1 Seifsa table]     |
|                                                                   |                                                                                                                          | 10%                                                                                                                                              | [Consumables]  |                   | [D(CPI) seifsa table] |
|                                                                   |                                                                                                                          | 0.                                                                                                                                               | [•]            |                   | [•]                   |
|                                                                   |                                                                                                                          | [•]                                                                                                                                              | non-adjustable |                   |                       |
|                                                                   | 1.00                                                                                                                     |                                                                                                                                                  |                |                   |                       |
| X2                                                                | Changes in the law                                                                                                       | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.                       |                |                   |                       |
| 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                                                                                                                                                   | <b>R0.0 (zero Rand)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 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                                  | <p><b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></p>                                                                                                                                                                                                                                                                                                                          |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                              | <p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>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 in the <i>Employer's</i> assets and works / maintenance policies available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></li> </ul> |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> </ul>        |

|            |                                                                                           |                                                                                                                  |
|------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|            |                                                                                           | <ul style="list-style-type: none"> <li>• infringement of an intellectual property right.</li> </ul>              |
| X18.5      | The <i>end of liability date</i> is                                                       | N/A                                                                                                              |
| <b>X19</b> | <b>Task Order</b>                                                                         | <b>One task order will be issued for the whole works and each task order will be issued for additional work.</b> |
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | <b>2</b><br><b>days of receiving the Task Order</b>                                                              |
| <b>Z</b>   | <b>The <i>additional conditions of contract</i> are</b>                                   | <b>Z1 to Z11 always apply.</b>                                                                                   |

## **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 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

## **Z5 Confidentiality**

- Z5.1 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.

- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

- Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

- Z7.1 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.

- Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

**Z9 Notifying compensation events**

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- Z9.1 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.
- 

**Z10 *Employer's* limitation of liability**

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

**Z11 Termination: Add to core clause 91.1, at the second main bullet point,**

**fourth sub-bullet point, after the words "against it":**

Z11.1 or had a judicial management order granted against it.

**Z12 EMPLOYER'S RIGHT TO SANCTION A SUBCONTRACTOR**

- THE *CONTRACTOR* SUBMITS THE NAMES OF EACH PROPOSED SUBCONTRACTOR TO THE *EMPLOYER* FOR ACCEPTANCE.
- THE *CONTRACTOR* DOES NOT APPOINT A SUBCONTRACTOR UNTIL THE *EMPLOYER* HAS ACCEPTED THEM.

Z13

**Conditions and additional clauses**

The *Contractor* must be able to skilled work force to service the oil purifiers..

The *Contractor* must have formal appointments as per SHEQ profile i.e. SHE rep, etc

The *Contractor* to supply all material for servicing of all the purifiers on the plant.

The *Contractor* to ensure that all tools and parts to be in good working order at all times and register of issuing kept updated at all times.

The *Contractor* overalls to be of a colour different from Eskom colour i.e. easy to identify  
*Subcontracting* to be stipulated with the percentage

The *Contractor* to supply lights and any additional tools to carry out task e.g. torches, DC lights

The *Contractor* to provide proper PPE for work done in more dusty areas e.g. Dust mask with filters

R20 will be charged on the contractor for every contractor employee gate pass permit.

The *Contractor* must have all the equipment, machinery and tools as required to carry out the duties stipulated in the works information and prove of ownership and/or formal lease agreement will be required.

The *Contractor* must be able to handle or specialize in cleaning oil, ash, coal, etc

Z14 IT IS MANDATORY TO THE *EMPLOYER* FOR THIS CONTRACT TO COMPLY WITH LABOUR RELATION ACT OF S.A

## Annexure A: Insurance provided by the Employer

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from:

[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

## 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)<sup>3</sup> 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):<br>Address<br>Tel No.<br>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:<br>1      Name:                               |      |

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Job:  
Responsibilities:  
Qualifications:  
Experience:

2 Name:  
Job  
Responsibilities:  
Qualifications:  
Experience:

CV's (and further key person's data  
including CVs) are in .

|          |                                              |
|----------|----------------------------------------------|
| <b>A</b> | <b>Priced contract with price list</b>       |
| 11.2(12) | The <i>price list</i> is in                  |
| 11.2(19) | The tendered total of the Prices is <b>R</b> |

## C2 Pricing Data

### Chapter 1 C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

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:

|                                     |      |                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 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"><li>• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>• 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.</li></ul> |
|                                     |      | (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.

## **A. PREAMBLE TO PRICE LIST**

1. ALL QUANTITIES GIVEN IN THE PRICE LIST ARE PROVISIONAL AND ARE NON-GUARANTEED.  
THE RATES AND PRICES QUOTED IN THIS CONTRACT SHALL COVER ALL THE OBLIGATIONS ON ALL MATTERS NECESSARY FOR THE PROPER COMPLETION OF THE PROVISION OF INDUSTRIAL SERVICES.
2. THE CONTRACTOR'S ATTENTION IS DRAWN TO THE FACT THAT THE FREQUENCY OF THE SERVICES OF THE DIESEL GEN AND DIESEL PUMPS WILL FLUCTUATE CONSIDERABLY AND THE FLUCTUATION MUST BE TAKEN INTO ACCOUNT IN THE PRICES AND RATES TENDERED.
3. MONTHLY PAYMENTS WILL ONLY BE MADE TO THE CONTRACTOR UPON COMPLETION OF EACH SERVICE ACTIVITY AND PROVIDED THAT THE CONDITION OR STATE OF THE ITEM IS TO THE SATISFACTION OF THE EMPLOYER.

## **B. PRELIMINARIES AND GENERAL**

### **1 ESTABLISHMENT**

THE RATE SHALL COVER THE INITIAL COST TO THE CONTRACTOR OF PROVIDING FOR THE REQUIREMENTS OF THE SPECIAL AND GENERAL CONDITIONS OF CONTRACT AND THE WORKS INFORMATION AND OF ESTABLISHING ON THE SITE ALL FACILITIES, EQUIPMENT AND PERSONNEL TO ALLOW THE WORK TO PROCEED.

### **2. MONTHLY COSTS**

THE RATE SHALL COVER ALL THE CONTRACTOR'S TIME RELATED COSTS IN TERMS OF THE CONDITIONS OF CONTRACT AND THE WORKS INFORMATION AND OF OPERATING AND MAINTAINING HIS FACILITIES, EQUIPMENT AND PERSONNEL ON THE SITE.

### **3. REMOVAL OF SITE ESTABLISHMENT**

THE RATE SHALL COVER THE COST TO THE CONTRACTOR OF REMOVING FROM THE SITE ALL THE FACILITIES,  
EQUIPMENT AND PERSONNEL.

## C2.2 the price list

**TABLE 2.2.1 RATES**

| ITEM | DESCRIPTION                     | UNIT     | QTY | RATE/UNIT | TOTAL |
|------|---------------------------------|----------|-----|-----------|-------|
| 1    | SITE ESTABLISHMENT              | ONCE OFF |     |           |       |
| 2    | SITE DEESTABLISHMENT            | ONCE OFF |     |           |       |
| 3    | OIL FILTER                      | EA       |     |           |       |
| 4    | AIR FILTER                      | EA       |     |           |       |
| 5    | CLAMPS                          | EA       |     |           |       |
| 6    | OIL PIPES AND ANY FITTINGS      | EA       |     |           |       |
| 7    | OIL SEALS                       | EA       |     |           |       |
| 8    | OIL SEAL O RINGS                | EA       |     |           |       |
| 9    | OIL RING SEAL                   | EA       |     |           |       |
| 10   | FUEL FILTERS                    | EA       |     |           |       |
| 11   | GASKETS                         | EA       |     |           |       |
| 12   | CENTRIFUGAL FILTER + SEAL       | EA       |     |           |       |
| 13   | INJECTOR SEALS<br>(COMPRESSION) | EA       |     |           |       |
| 14   | TAPPIT COVER SEALS              | EA       |     |           |       |
| 15   | GASKETS WATER COOLER            | EA       |     |           |       |
| 16   | GASKETS OIL COOLER              | EA       |     |           |       |
| 17   | DIESEL FILTERS                  | EA       |     |           |       |
| 18   | WATER FILTER                    | EA       |     |           |       |
| 19   | AIR FILTER OUT                  | EA       |     |           |       |
| 20   | AIR FILTER IN                   | EA       |     |           |       |
| 21   | BY PASS OIL FILTER              | EA       |     |           |       |
| 22   | WATER TRAP FILTER               | EA       |     |           |       |
| 23   | OIL FILTER BY PASS              | EA       |     |           |       |
| 24   | V BELTS                         | EA       |     |           |       |
| 25   | WATER PIPE HOSE                 | EA       |     |           |       |
| 26   | SAFETY OFFICER                  | EA       |     |           |       |
| 26.1 | MECHANICS X2                    | EA       |     |           |       |
| 26.2 | ASSISTANCE X2                   | EA       |     |           |       |
| 26.3 | SUPERVISOR X1                   | EA       |     |           |       |
| 27   | TRANSPORT                       | EA       |     |           |       |
| 28   | CONSUMABLES:-                   | EA       |     |           |       |
| 28.1 | RAGS                            | EA       |     |           |       |
| 28.2 | SAW DUST                        | EA       |     |           |       |

**NOTE : The rate per day should be include the rate for one operator and one supervisor**

- The rates are fixed and firm for the contract period of 3 years
- CPA factor will be used, to cater for inflation rate, following our procurement process
- Material or spares will be paid as per the calendar with labour after 173 hours (month).
- Material will be purchased as per Project Manager's instruction.
- Rates for the transport are Exclusive.

**TABLE 2.2.2 SAFETY**

| Items      | Description Unit                            | Unit      | Quantities | Rate |  |
|------------|---------------------------------------------|-----------|------------|------|--|
| 1          |                                             |           |            |      |  |
| 2          |                                             |           |            |      |  |
| 3          |                                             |           |            |      |  |
| 4          |                                             |           |            |      |  |
| 5          |                                             |           |            |      |  |
| 6          |                                             |           |            |      |  |
| 7          | De -establishment                           | Ea        | 1          |      |  |
| 8          | PPE                                         | Per year  |            |      |  |
| 9          | Consumables (Dust masks, ear plugs,goggles) | Per month |            |      |  |
|            |                                             |           |            |      |  |
| Total Cost |                                             |           |            |      |  |

**Total monthly hours 173 every month for contract duration, unless otherwise a person is absent less 173 hours will be paid. No work no pay**

**LIST OF PPE**

SUPPLIER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Interpretation and terminology

IN THIS CONTRACT, EXCEPT WHERE THE CONTEXT SHOWS OTHERWISE, WORDS IN THE SINGULAR ALSO MEAN IN THE PLURAL AND THE OTHER WAY ROUND AND WORDS IN THE MASCULINE ALSO MEAN IN THE FEMININE AND NEUTER. A COPY OF A TERM SERVICE CONTRACT GUIDE NOTES WILL BE ISSUED IN THE SITE MEETING TO ENSURE THAT THE CONTRACTOR UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT.

## Chapter 2 Management strategy and start up.

### The Contractor's plan for the service

The contractor is required to submit the contractors' plan with tenders. The contractors' plan must be in line with the scope of work. Read TSC guide notes page 21 and 22 for more information on what is required in the contractors' plan.

### 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:                                                        |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------|
| <b>Kick Off Meeting:</b>                                            | One week before the contract start date                                           | HMD Board room      | <i>Employer and Contractor</i> __                                     |
| <b>Operational Weekly Meeting:</b> Safety and plant feedback/issue. | Every Wednesday - weekly (13:00 to 15:00)                                         | HMD Board room      | <i>Employer and Contractor's Owner</i>                                |
| Plant Walk downs                                                    | Every Wednesday weekly (10:00 to 12:30) or when instructed by the Service Manager | Duvha Power Station | Employer and Contractor's Owner                                       |
| Assessments                                                         | Every first working day of each month                                             | HMD Board room      | <i>Employer, Eskom supervisor, Contractor and contract supervisor</i> |
| <b>Work team session:</b> Daily planning and information sharing    | Daily                                                                             | Contractor's site.  | Contractors employees                                                 |
| Contractors SHE meeting                                             | Monthly                                                                           | Duvha               | Contractor, Contractors supervisor, Eskom supervisor and              |

|  |  |  |          |
|--|--|--|----------|
|  |  |  | Employer |
|--|--|--|----------|

Meetings of a specialist nature may be convened as 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 and 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**

Contractor's management, supervision and key people must be completed in Part Two (Contract Data provided by Contractor), further more the organisation structure must also be submitted.

### **Documentation control**

- Every communication which this contract requires, will be in writing.
- Before communication is effective, the sender must ensure that the recipient has received the communication
- There will be a reply to all communication and reply period will be as per the contract unless otherwise stated.
- THE CONTRACT NUMBER SHALL BE SHOWN ON EVERY COMMUNICATION

### **Invoicing and payment**

#### **A. Assessing the amount due**

- The supplier and the contractor assess the amount due then the contractor will submit the invoice including the details stated in the Scope to show the amount due breakdown.
- There assessment date for each month will be the first working day of the following month.
- The amount due will equals the price for service provided to date, plus other amounts to be paid to the supplier less amount to be paid or retain from the supplier excluding VAT.

#### **B. Payment**

- Eskom will pay the supplier within 15 days after the receipt of an invoice from the supplier. The total payment will be the sum of the amount due and the compensation for each month.
- The payment will only be made when there is there is an agreement between Eskom and the Supplier. If the service manager and the Supplier can not agree

- on all the amount due, only the agreed part will be paid and the outstanding amount will be paid a after a re-assessment has been done

### **C. Invoicing**

As soon as assessment has been made (not longer than one week) of receiving a payment certificate from the *Service Manager*, the *Contractor* provides the *Employer* (*Accounts payables department*) 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:

**Accounts Payables Department**  
**Duvha Power Station**  
**P.O.Box 2199**  
**Witbank**  
**1035**

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;
- Period invoiced
- Date of an invoice.

### **Contract change management**

#### **A. AMENDMENT OF SCOPE OF WORK OR SCHEDULE**

- ⇒ Eskom may at any time amend, alter or vary the scope and extend the service and the *Contractor* shall be obliged to execute such amendments.
- ⇒ Should any such variation or amendment have effect that the *Contractor* incurs additional cost thereby, Eskom shall be obliged to compensate the *Contractor* for the reasonable cost thereof. Should such a variation or amendment have the effect of a cost saving to the *Contractor*, then the *Contractor* shall be obliged to pass a reasonable part of these costs on to Eskom.
- ⇒ Should any such modification or variation occur, then such modification must be confirmed in writing by Eskom, and the proposed contract amended accordingly before payment will be affected.
- ⇒ No overtime claims shall be made by the *Contractor* or paid by Eskom whatsoever without prior approval of such overtime by Eskom.

⇒ Amendment of the scope of work will be paid as a compensation event.

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

N/A

### **Management of work done by Task Order**

- One Task Order will be issued for the whole month.
- No Compensation Event will start without a Task Order being signed by *Eskom's Representative*.
- For each Compensation Event (Additional work) a separate Task Order will be issued.
- No Compensation Event will be paid if there is no Signed Task Order for it
- Whenever a compensation event occurs it will be compensated for as stated in the suppliers offer.

### **Environmental constraints and management**

Correct skips for waste must be used at all times when discarding waste

Colour coding for skips are as follows:

**RED.**-----Hazardous waste which includes Sulphur, FFB,s, Fluorescent Tubes, Asbestos and Conveyer Belts .

**WHITE.**----Domestic which includes office waste.

**YELLOW.**-----Coal and Ash Discards.

**MAROON.**-----Scrap Metal.

**BROWN.**----Oil Rags / Absorbent.

### **Chapter 3**

### **Chapter 4**

### **Chapter 5**

### **Chapter 6 Procurement**

### **People**

#### **Minimum requirements of people employed**

- Supervisors: Matric Certificate, 2 year experience working as the supervisor and supervisory skills Safety courses certificates
- Safety officer: Machanic competent with OSHACT
- Mechanic: Matric, and must be qualified diesel mechanic. 5 years experience and references in reparing and servicing these types of diesel engines with OSHACT

- Assistance: Competent and 5 years experience – industrial
- **SUPERVISOR AND SAFETY OFFICE JOB DESCRIPTION MUST BE SUBMITTED WITH THE TENDER DOCUMENT.** THE FOLLOWING SHOULD BE STATED CLEARLY:
  - Position
  - Minimum qualification
  - Skills and competencies
  - Key responsibilities.

### **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. **N/A**

### **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. **N/A**

### 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. **N/A**

### Attendance on subcontractors

State requirements for attendance on Subcontractors, if any **N/A**

### Plant and Materials

#### Tests and inspections before delivery

All equipments that will be used to clean the plant are to be inspected and tested by Eskom rep before delivery. Demonstration must be done to proof if the equipment will meet the required cleaning standard.

## Chapter 7 Working on the Affected Property

### . CONDITION OF THE PLANT

- THE PLANT WILL BE IN OPERATION. THIS MEANS THAT THE *SUPPLIER* MUST BE AWARE OF MOVING EQUIPMENT, HOT EQUIPMENT AND ALL OTHER DANGERS.
- THE *SUPPLIER* WILL SIGN THE LIMITED ACCESS REGISTER (LAR) DAILY FOR EACH AREA THAT HE WORKS IN. PRIOR TO ANY WORK DONE THE CONTRACTORS SUPERVOSOR WILL POINT OUT ALL THE DANGEROUS AND TRIP AREAS TO THE SUPPLIER.
- THE *SUPPLIER* WILL ENSURE THAT HIS STAFF UNDERSTAND THESE RISKS AND HAVE A SYSTEM IN PLACE WHERE EACH OF HIS STAFF SIGNS THAT HE UNDERSTANDS THE RISKS AS WELL AS THE PRECAUTIONS THAT HE MUST ADHERE. THIS WILL BE DONE DAILY OR FOR EACH NEW AREA WHICHEVER IS THE SOONEST.

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

#### **Access to Duvha Site**

- ALL CONTRACTORS EMPLOYEE WILL NEED ACCESS PERMIT IN ORDER FOR THEM TO BE ALLOWED TO ENTER DUVHA SITE.

PLANT AREA

- THE CONTRACTORS EMPLOYEES MUST SIGN THE LIMITED ACCESS REGISTER TO GAIN ACCESS TO THE RESTRICTED AND PROHIBITED AREAS – WHERE APPLICABLE.

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

### WORKING HOURS

All plant activities must be based to accommodate the Duvha Power Station working hours as follows:

#### Office hours

- Monday to Thursday, 07h00 to 16h10
- Friday 07h00 to 12:10
- Saturday and Sunday 07h00 to 13h00
- Lunch Break 12h00 to 12:45

Working hours shall remain flexible to alteration, if required. No overtime will be paid if it was not approved by the Service Manager prior. Overtime shall be worked over the application form for approved is submitted to service Manager and approved. All forms should be submitted to Service Manager office by Thursday. If approval granted the supplier's workers can report to work.

## Environmental controls, fauna & flora

### ENVIRONMENTAL REQUIREMENTS

THE *CONTRACTOR* IS TO ADHERE TO ALL APPLICABLE ENVIRONMENTAL LEGISLATION.

OF PARTICULAR IMPORTANCE IS THAT NO HAZARDOUS WASTE (AS DEFINED IN THE ACT) IS TO BE DISPOSED OF AT DUVHA.POWER STATION. PERMISSION IS TO BE OBTAINED FROM THE *EMPLOYER* ON THE METHOD OF DISPOSAL

DUVHA POWER STATION IS A ZERO LIQUID EFFLUENT DISCHARGE FACILITY. THIS MEANS THAT NO EFFLUENTS ARE TO BE DISCHARGED INTO THE DRAINAGE SYSTEM.

## 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.

## Site services and facilities

### Provided by the *Employer*

#### *CONTRACTOR'S* ORGANISATION

THE *CONTRACTOR'S* STAFF STRUCTURE - MANAGEMENT AND SUPERVISORY LEVELS PLUS WORKFORCE NUMBERS, MUST BE SUBMITTED WITH THE TENDER. BEFORE ANY CHANGES ARE MADE THE *EMPLOYER* MUST APPROVE ANY CHANGE TO SUCH STAFF STRUCTURE AND AFTER SUCH APPROVAL THE *CONTRACTOR* SHALL SUBMIT AN UPDATED STAFF STRUCTURE.

## **POWER SUPPLY ON SITE**

THE POWER SUPPLY ON SITE 220 V SUPPLY AND 5 PIN 380V 63 AMPS

### **THE *CONTRACTOR*'S YARD, ELECTRICITY AND WATER.**

THE *EMPLOYER* PROVIDES AN OFF-TERRACE YARD FOR THE *CONTRACTOR*'S USE DURING THE FULL PERIOD OF THE CONTRACT.

THE *CONTRACTOR* SHALL SUBMIT PROPOSALS FOR THE LAYOUT OF THE YARD TO THE *EMPLOYER* FOR APPROVAL PRIOR TO OCCUPATION AND MAY OCCUPY ONLY THAT SITE YARD ALLOCATED TO HIM. THE YARD IS SUBJECT TO PERIODIC INSPECTION BY THE *EMPLOYER*.

THE *CONTRACTOR* SHALL DISMANTLE AND REMOVE FROM THE YARD ALL TEMPORARY STRUCTURES, FOUNDATIONS AND INFRASTRUCTURE ON COMPLETION OF THE CONTRACT AS INSTRUCTED BY THE *EMPLOYER*.

ELECTRICAL POWER IS SUPPLIED FREE OF CHARGE TO A PILLAR-BOX NEAR THE *CONTRACTOR*'S YARD.

THE *CONTRACTOR* SHALL INSTALL ALL NECESSARY CABLING FROM THE PILLAR-BOX TO HIS OWN FACILITIES. THE INSTALLATION AND COMMISSIONING SHALL COMPLY WITH THE DETAILS SET OUT IN THE SITE REGULATIONS.

ALL ELECTRICAL EQUIPMENT SHALL CONFORM TO THE APPLICABLE SAFETY STANDARDS AND SHALL BE MAINTAINED IN A SAFE CONDITION.

WATER IS SUPPLIED FREE OF CHARGE TO A POINT NEAR THE *CONTRACTOR*'S YARD.

THE *CONTRACTOR* SHALL PROVIDE THE PIPING AND PLUMBING NECESSARY FROM THE POINT OF SUPPLY OF WATER. SHOULD CONTINUITY OF WATER SUPPLY BE CRITICAL TO THE PROGRESS OF THE WORK, THE *CONTRACTOR* SHALL ERECT THE NECESSARY TANKS AND PUMPS.

## **REQUIREMENTS FOR THE PROGRAM**

PROGRAM MUST BE IN LINE WITH THE SCOPE OF WORK AND INDICATE CLEARLY THE DAYS THE ACTIVITY WILL TAKE PLACE.

## **6. SERVICES AND OTHER THINGS PROVIDED BY THE *EMPLOYER***

### ***CONTRACTOR*'S YARD**

THE *EMPLOYER* PROVIDES AN OFF-TERRACE YARD FOR THE *CONTRACTOR*'S USE DURING THE FULL PERIOD OF THE CONTRACT. THE YARD IS SUBJECT TO PERIODIC INSPECTION BY THE *EMPLOYER*.

### **ELECTRICAL POWER**

ELECTRICAL POWER IS SUPPLIED FREE OF CHARGE TO A PILLAR BOX NEAR THE *CONTRACTOR*'S YARD.

CONTINUITY OF SUPPLY IS NOT GUARANTEED AND NO CLAIMS FOR DISRUPTION AS A RESULT OF POWER FAILURES WILL BE CONSIDERED.

## **WATER**

WATER IS SUPPLIED FREE OF CHARGE TO A POINT NEAR THE *CONTRACTOR'S* YARD.

CONTINUITY OF SUPPLY IS NOT GUARANTEED AND NO CLAIMS FOR DISRUPTION AS A RESULT OF WATER SUPPLY FAILURES WILL BE CONSIDERED.

THE *CONTRACTOR* IS REQUIRED TO ADHERE TO WATER RESTRICTIONS DECLARED BY THE POWER STATION MANAGER

## **TELEPHONE**

THE *EMPLOYER PROVIDES* A TELEPHONE SERVICE IN ACCORDANCE WITH THE DUVHA SITE REGULATIONS.

THE *CONTRACTOR* PAYS FOR ALL SERVICES AND CALLS AT THE TELKOM RATES.

## **FIRST AID TREATMENT AND THE REPORTING OF INCIDENTS**

AT THE POWER STATION THERE IS A MEDICAL CENTER WHICH MAY BE UTILISED BY THE *CONTRACTOR* IN EMERGENCY – REFER TO RELEVANT SITE REGULATION.

## **ACCOMMODATION AND MESSING**

THE *EMPLOYER* WILL NOT PROVIDE ACCOMMODATION AND MESSING. THE CONTRACT PRICE MUST ACCOMMODATE ALL THE OPERATING COST.

## **SITE INFORMATION**

### **1.1 LOCATION AND DESCRIPTION**

The station consists of six units of 600 MW each giving it a total capacity of 3600 MW, all wet cooled.

### **1.2 ROAD ACCESS**

Duvha Power Station is situated some outside Witbank off Bethal road.

## **3. ENVIRONMENTAL DATA**

All weather data has been obtained from records developed by the nearest official weather station situated at Witbank, the climate of which is reasonably representative of the area. Any further specific details of the local climate are obtainable from:

Directorate: Weather Bureau, Private Bag X 097, Pretoria, 0001, who should be contacted directly in this regard.

### 3.EXISTING SERVICES

THE DUVHA SITE IS TO BE CONSIDERED AS OPERATIONAL AT ALL TIMES AND IT IS THE RESPONSIBILITY OF THE *CONTRACTOR* TO LOCATE SUCH AS ELECTRICAL CABLES, WATER, SEWER, STORMWATER, POWERLINES, GASLINES, AIRLINES, PIPELINES, ETC FROM DAMAGE DURING THE EXECUTION OF THIS CONTRACT.

### 4. EXISTING PLANT AND BUILDINGS

THE DUVHA SITE IS TO BE CONSIDERED AS OPERATIONAL AT ALL TIMES AND IT IS THE RESPONSIBILITY OF THE *CONTRACTOR* TO PROTECT ALL EXISTING PLANT, BUILDINGS AND PERSONNEL DURING THE EXECUTION OF THIS CONTRACT.

## Tests and inspections

### Description of tests and inspections

The Service Manager and the Senior Contractor representative will walk the plant twice a month on Wednesday for plant inspection.

## Chapter 8 List of drawings

### Drawings issued by the *Employer*

All plant drawings will be issued on request

## C3 Scope of work

### To SUPPLY MANTAINANCE, SERVICE AND REPAIRS

## BACKGROUND

### 1. DIESEL GEN ENGINES

#### 1.1 MONTHLY INSPECTION AND TEST RUN X 12

ISSUE INSPECTION REPORT  
CHECK WATER LEVEL,OIL LEVEL AND TEMPERATURE  
START THE ENGINE ABOUT 30MIN  
CHECK IF IS THERE ANY LEAKS  
INSPECT TOOL .....  
STOP THE ENGINE  
AGAIN CHECK IF IS THERE ANY OIL/WATER LEAKS  
CHECK THE WATER AND OIL TEMPERATURE

RECORD THE RESULTS ON A INSPECTION SHEET

ALL INCIDENTS FOUND TO BE FIXED AND REPAIRED IMMEDIATELY.

## **1.2 SIX MONTHS SERVICE ( OIL CHANGE)**

REPLACE OIL FILTERS CHANGE

CHANGE THE OIL ENGINE

REPLACE OIL SEALS

CHANGE OIL SEAL O RINGS

## **1.3 YEARLY SERVICE**

DRAIN USED OIL FROM OIL SUMP AND OIL COOLERS AND TOP UP WITH NEW OIL AS PROVIDED BY ESKOM.

REPLACE OIL FILTERS, SEALS AND CLEAN FILTER SHELLS

REPLACE CENTRIFUGAL OIL FILTER AND SEAL – CHECK FOR SLUDGE

CHANGE OIL IN TURBO CHARGE (EVERY 2<sup>ND</sup> YEARS)

REPLACE DIESEL FILTERS AND SEALS – CLEAN FILTERS SHELLS

REMOVE AND CLEAN DIESEL IN LINE PRE FILTER

DRAIN WATER FROM COOLING SYSTEM

OPEN WATER FROM COOLER AND CLEN TUBES PROPERLY

REMOVE INJECTION AND TEST

ADJAST VALVES- TAPPEST

CHECK LEAKAGE BETWEEN GOVERNOR AND DIESEL INJECTION PUMP MOVE FREE

REMOVE AND CLEAN AIR FILTER(AIR BLOW)

CHECK FUNCTION OF EMERGENCY AIR SHUT OFF FLAPS AND LUBRICATE SHAFT

CHECK ALL WATER,OIL AND DIESEL PIPES FOR CONDITION-CHANGE IF NECESSARY

STARTENGINE AND RUN FOR ABOUT 40 TO 60 MIN

CHECK FOR ALL GAUGES

CHECK EVERY THING ACCORDING TO MODIFY RUN TEST JOB CARD

## **2. DIESE FIRE PUMP ENGINES**

### **2.1 MONTHY INSPECTION AND TEST RUN**

ISSUE INSPECTION REPORT

START THE ENGINE AND RUN IT FOR 30- 40 MIN

CHECK FOR THE LEAKS

## **2.2. SIX MONTHS SERVICE**

CHANGE OIL FILTERS  
CHECK FOR THE LEAKS

## **2.3 YEARLY SERVICE**

CHANGE OIL ENGINE  
CHANGE OIL FILTERS  
REPLACE DIESEL FILTERS AND SEALS  
REPLACE AIR FILTERS  
CHANGE WATER FILTERS  
CHANGE OIL FILTER BYPASS

## **2 DIESEL ENGINE FOR COMPRESSOR**

### **3.1 MONTHLY INSPECTION AND TEST RUN**

ISSUE INSPECTION REPORT  
START THE COMPRESSOR

### **3.2 SIX MONTHS SERVICE ( OIL CHANGE)**

CHANGE OIL ENGINE  
CHANGE OIL FILTERS  
CHECK FOR THE LEAKS

### **3.3 YEARLY SERVICES**

CHANGE ENGINE OIL  
CHANGE OIL FILTERS  
CHANGE DIESEL FILTERS  
CHANGE AIR FILTER OUT  
CHANGE AIR FILTER IN  
CHANGE WATER FILTER  
CHANGE OIL FILTER BYPASS

#### 4. DIESEL STATION ENGINES

##### 4.1 MONTHLY INSPECTION AND TEST RUN

ISSUE INSPECTION REPORT

##### 4.2 SIX MONTHS SERVICE OIL CHANGE

DRAIN THE USED OIL AND FILL THE NEW ONE  
REPLACE OIL FILTERS

##### 4.3 YEARLY SERVICE

CHANGE OIL  
REPLACE OIL FILTERS  
REPLACE DIESEL FILTER  
REPLACE WATER FILTER  
CHANGE AIR FILTER OUT  
CHANGE AIR FILTER IN  
BYPASS OIL FILTER

N.B THE OIL USED IN ALL THE DIESEL ENGINES ITS BEEN ISSUED BY ESKOM  
STANDARD OIL SPECIFICATIONS AND REQUIREMENTS

DIESEL GE ENGINES SAE30 ONLY AND ITS BEEN ISSUED BY ESKOM  
STATION DIESEL GENS  
LP DEMIN DIESEL GENS  
STATION DIESEL GENS

The labour is supplied for 173 hours per month and be available for standby and call outs when required during the weekends and or after normal working hours.  
Business working hours week days: Monday to Friday, 7am – 16pm. Lunch break 12:00 – 13:00