



NEC3 Term Service Contract (TSC3)

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

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

for [•]

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 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:

Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/ 3 S80/CH) at Kriel Power Station on as and when required basis for the period of five (5) years

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name &
signature
of witness

Date

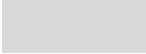
C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	 dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation X2: Changes in the law
		X17: Low service damages X19: Task Order Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a stateowned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	Ouma Moyo

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

	Address	Kriel Power Station – Maintenance Department
	Tel	017 799 3407
	Fax	N/A
	e-mail	Moyoo@eskom.co.za
11.2(2)	The Affected Property is	Main Turbine Jacking Oil Pump
11.2(13)	The service is	Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/ 3 S 80/CH) at Kriel Power Station on as and when required basis for the period of five (5) years
11.2(14)	The following matters will be included in the Risk Register	Late Delivery Poor workmanship
11.2(15)	The Service Information is in	Part 3: Scope of Work document number: ETP 2305 – Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH)
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	48 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The starting date is.	TBA
30.1	The service period is	Five Years (5)
4	Testing and defects	The defects period is 52 weeks after delivery and commissioning
5	Payment	
50.1	The assessment interval is	25 day of each successive month.
51.1	The currency of this contract is the	South African Rand
51.2	The period within which payments are made is	30 days upon receipt of valid invoice
51.4	The interest rate is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose

appointment it shall not be necessary to prove)
for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *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	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Poor workmanship during the pump assembly 2. Late deliveries 3. Poor quality during refurbishment and manufacturing of the pumps
9	Termination	The <i>Employer</i> has a right to terminate the contract should the <i>Contractor</i> fail to deliver, manufacture, or refurbish the pumps as per the attached scope: ETP 2305 – Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH)
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division

		(or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.60	Table E8	SEIFSA
		0.05	Table L2	SEIFSA
		0.20	Table C3	SEIFSA
		0.15	non-adjustable	Fixed Portion
		1.00		
X2	Changes in the law	As per terms and conditions on X2.1 of the NEC3 TSC		
X17	Low service damages			

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other

unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(19)	The tendered total of the Prices is R _____
C	Target contract with price list
11.2(12)	The <i>price list</i> is in _____
11.2(20)	The tendered total of the Prices is R _____
E	Cost reimbursable contract
11.2(12)	The <i>price list</i> is in _____

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item nr	Description	Stock Number	Unit	Expected Quantity	Rate	Price
100	SUPPLY & DELIVERY					
101	PUMP: CAPACITY: 385 MM3/HR; SPEED: 970 RPM; RATING: 80000 KPA; APPLICATION: JACKING OIL; DRAWING NO: BBT D90056 POS 101 REV 1; SUPPL P/N: PE 6 ZW 70/300/3 S 80/CH	47783	EA	24		
	SUB-TOTAL-SUPPLY					
200	REFUBISHMENT					
201	PUMP: CAPACITY: 385 MM3/HR; SPEED: 970 RPM; RATING: 80000 KPA; APPLICATION: JACKING OIL; DRAWING NO: BBT D90056 POS 101 REV 1; SUPPL P/N: PE 6 ZW 70/300/3 S 80/CH	47783	EA	28		
	SUB-TOTAL-REFURBISHMENT					

The total of the Prices

C3.1: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1 Description of the service

2 Executive overview

Kriel Power Station uses Bosch type PE 6 ZW 70/300/3 S 80/CH pumps to provide jacking oil (Turbine 46 oil) to lift the turbine shaft off the bearings. The turbine shaft needs to be lifted off the bearings so as not to damage the bearings and to reduce the turning gear starting torque. The pumps are driven by AC synchronous motor at 970 rpm.

This scope of work covers the refurbishment, supply and delivery of Bosch type PE 6 ZW 70/300/3 S 80/CH pumps used at Kriel Power Station

3 Employer's requirements for the service

Full employer requirements are on the attached Scope of work Technical Specification: **ETP 2305: Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH)**

The Contractor shall have experience refurbishing this type of pump.

3.1.2 The Contractor supply and deliver Bosch Type PE 6 ZW 70/300/ 3 S 80/CH pumps to Kriel Power Station as and when required.

3.1.3 The Contractor shall package the pumps and transport together with QA package to Kriel Power Station stores.

3.1.4 The Contractor shall provide Kriel Power Station Turbine Engineering with QCP for the refurbishment of each pump for review, adding intervention points and approval.

3.1.5 The Contractor shall transport the pumps from Kriel Power Station to their workshop.

3.1.6 The Contractor shall drain the medium being pumped and lubricating oil from the pumps.

3.1.7 The Contractor shall dismantle the pumps.

3.1.8 The Contractor shall ensure that all machined surfaces are cleaned of all old gasket material and that all parts are washed.

3.1.9 The Contractor shall clean (with clean solvent and clean filtered test oil) and thoroughly inspection of all the parts.

3.1.10 The inspection shall include the following critical parts but shall not be limited to them.

PART	INSPECTION	ACTION
	Cracks, chips, evidence of overtorque or stripping of screw threads, damage in roller tappets bores.	If damaged, repair if possible else replace.
	Camshaft bearing located in front bearing retainer and bearings on camshaft.	Replace bearings.
	Leaks.	If leaks are detected, repair if possible else replace.
Camshaft	Deep wear or grooving on cams or bearing surfaces. Dimensional inspection.	If damaged, repair if possible else replace.
Roller tappets	Pressure marks or grooving.	Slight marks or grooving - smooth out by polishing. More serious wear - repair if possible else replace parts.
Spring seats	Worn or bent.	Replace seats

Springs	Broken or corroded.	Replace springs.
Barrels and plungers	Damage (scratches, scoring, etc.) on lapping surfaces of plunger. Test. Dimensional inspection.	Repair if possible else replace barrel and plunger.
Control sleeves	Damage. Dimensional inspection.	If damaged
Control rack	Burrs on gear teeth or scratches along the sides.	Polish. Replace if damage does not clear.
Delivery valve assembly	Damage of seat or needle.	Replace complete assembly.
Gaskets, seals and O-rings		Replace all.

3.2 RECORDS

3.2.1 Calibration Certificate

Copies of recalibration certificate of each pump shall be supplied to Kriel Power Station Turbine Engineering

4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
QCP	Quality Control Plan
QA	Quality Assurance
JOP	Jacking Oil Pump
PSR	Plant Safety Regulation
OHS	Occupational Health and Safety

5 Management strategy and start up.

6 The Contractor's plan for the service

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

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

As per attached scope of work document number: ETP 2305

7 Management meetings

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

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

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

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

8 Contractor's management, supervision and key people

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

9 Provision of bonds and guarantees

Not Applicable.

10 Documentation control

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

11 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

12 Contract change management

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

13 Records of Defined Cost to be kept by the Contractor

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

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

14 Insurance provided by the Employer

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

15 Training workshops and technology transfer

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

Not Applicable

16 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an

assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

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

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

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

18 Equipment

Not Applicable

19 Information and other things

Not Applicable

20 Management of work done by Task Order

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

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

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

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

A Task Order includes:

A detailed description of the work in the Task

A priced list of items of work in the Task in which items taken from the Price List are identified.

The starting and completion dates for the Task

Conditions of the service agreement is in accordance with the Task Order issued

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

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

No Task Order is issued after the end of the service period.

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

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

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

21 Health and safety, the environment and quality assurance

22 Health and safety risk management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's safety requirements.

Employer's Health and Safety Requirements

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-Contractors, and mandatories with:

- a) the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- b) the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Project Manager* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- c) The health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements. (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

The *Contractor*, always, considers itself to be the "*Employer*" for the purposes of the OHSA and is required to not consider itself under the supervision or management of the Employer regarding compliance with the SHEQ Requirements, the *Contractor* is required to furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is always responsible for the supervision of its employees, agents, Sub-Contractors, and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the currency of this contract:

- I. Conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*.
- II. Refuse any employee, Sub-Contractor, or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- III. Issue the *Contractor* with a stop order should the *Project Manager* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager and to the Safety Risk Management office.

The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person is required to be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-Contractors, or mandatories with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-Contractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the *Contractor*, its employees, agents, Sub-Contractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

Contractor's Responsibilities

In addition to the safety requirements identified under responsibility in terms of safety requirements, the *Contractor* ensures that the following responsibilities are complied with:

- a) To meet on a regular basis, as agreed, with the *Project Manager / Supervisor* who are responsible for:
 - I. Safety assurance
 - II. Quality assurance
 - III. Construction
 - IV. Commissioning
 - V. Any other relevant subjects.
- b) To commission machinery, if contractually required, in accordance with the commissioning committee's approved commissioning programmes and procedures. The programmes are to identify and account for the interface requirements of other *Contractors* and the dates contained in the Contract Data.

Specific Risks

The following risks are identified by the *Project Manager* and *Contractor* specifically addresses these risks to ensure that the works is carried out safely:

- a) Working at heights
- b) Dusty conditions
- c) High noise area
- d) Work is being carried out overhead by others
- e) Work is being carried out below
- f) Work in confined spaces
- g) Possibility of noxious gasses
- h) Possibility of fires or explosions
- i) Rigging

Safety of Workers

- i. The *Contractor* ensures the safety of all persons working in the Site. Any hot work including welding will be applied for in accordance with a permit to work system. No welding will be allowed on site unless permission is granted in writing by the *Project Manager*.

- ii. All welding, flame cutting and grinding work is properly screened to protect persons from arc flashes or eye injuries. Fire blankets are fitted over the scaffolding planks and platforms. Precautions are taken to prevent any objects welding or grinding splatter from falling.

Fire Protection

- i. The *Contractor* shall ensure that adequate firefighting apparatus is provided at all their work sites or office areas, and that their all their staff or representatives are trained in the use of this apparatus.
- ii. The *Contractor* takes precautions to prevent any occurrence of fires or explosions while carrying out any work near flammable gas and liquid systems. Any tampering with the *Employer's* fire equipment is strictly forbidden.
- iii. All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times.
- iv. In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 2555.
- v. Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

First Aid

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

Hazardous Substances

The *Contractor* shall manage hazardous substances in accordance with the requirements of Occupational Health and Safety Act no 85 of 1993 and NEMWA Act. The *Contractor* shall declare all hazardous chemical substances brought to site to the *Employer*.

Radiation Protection

The *Contractor* conforms to all the legislative and safety requirements when performing any industrial radiography

Plant Safety Regulations

- i. The *Employer*, on request from the *Contractor*, isolates required plant from all sources of danger as described in the Plant Safety Regulations.
- ii. The *Project Manager*, on request, makes available a copy of the latest revision of the Plant Safety Regulations available to the *Contractor*.
- iii. The *Contractor* complies with all rules and regulations applicable to plant safety and completes the Workman's Register prior to working on the plant.
- iv. The *Contractor* declares any grinding and welding to be carried out on the workers register
- v. At every permit change the *Contractor* withdraws himself/herself/his staff for that period of permit suspension/revocation and thereafter only proceeds with the works after signing onto the new permit.
- vi. The *Contractor* ensures that he/she/all sub-contractors/personnel/staff/his visitors are medically, physically, and psychologically fit to enter the Kriel Power Station, and specifically any confined space.
- vii. The *Contractor* is prohibited from entering Radiation Areas.
- viii. The responsibility is on the *Contractor* to ensure that the correct confined space requirements and tests have been done or met by the *Employer* prior to entry into any confined space or hazardous plant areas.
- ix. The *Contractor* shall provide proof of competency for technical and safety aspects and must be available as and when required on site

COVID19

All South African Legislation, Eskom Rules and Regulations will be adhered to during COVID19 pandemic

SAFETY AND HEALTH (Category C2)	
Annexure B	Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and submitted by the tenderer?
Safety, Health and Environmental Plan for Scope of work not limited to the following:	• SHE organization within the Company-Responsibility & Accountability • SHE Incident management • Planning of conduct of work activities including planning for changes and emergency work • Waste management • PPE- Personal Protective Equipment • Emergency planning and fire risk management • Vehicle and driver behaviour safety • Contractor or supplier selection and management • Design and specifications • Competency, training, appointments • Communication and awareness • Management commitment and visible felt leadership
Baseline SHE Risk Assessment (BRA)	Identification, assessment and management of Safety, Health and Environmental risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA
Valid Letter of Good Standing (COIDA or equivalent)	The date of Expiry should not be later than the date of closing date for the tender
SHE policy signed by CEO/ MD	Comply to OHS Act Section 7 or OSHAS 18001

23 Environmental constraints and management

Not Applicable

24 Quality assurance requirements

The *Contractor* shall comply with the Quality Procedures and codes as per the Power Station Requirements and codes relevant for each Task Order. The *Contractor* to also comply with the applicable regulations and procedures including ISO 9001: 2015 or latest Standard

The *Contractor* shall provide Kriel Power Station Turbine Engineering with QCP for the refurbishment of each pump for review, adding intervention points and approval.

Data books to be submitted everytime the pump is delivered at Kriel Power Station stores whether new or refurbished.

Category 1: Quality Requirements
SECTION A: Quality Management System Requirements ISO 9001
Valid certification of Quality Management System by an ISO accredited body
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant A.2 Certificate by Approved and Authorized certification authority A.3 Certification Authority has Recognized International Accreditation A.4 Validity (expiry date) of certificate
SECTION B: Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)

B.1 Documented information for defined roles, responsibilities and authorities B.2 Documented information for Control of Externally Provided Processes, Products and Services B.3 Latest copy of an internal management system audit report (with Nonconformity, Correction and/ or Corrective Action Reports) B.4 Latest copy of an external management system audit report (with Nonconformity, Correction and/ or Corrective Action Reports) B.5 Records of Management Review meetings (minutes, attendance registers etc)
SECTION C: Contract Quality Plan Requirements (Ref 240-105658000 and 240-109253698).
Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)
NB! Draft Contract/Project Quality Plan has important QA deliverables
SECTION D: Quality Control Plan Requirements (Ref QM-58 or 240-109253302)
QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005 & 240-105658000)
NB! Draft / Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done
SECTION E: User defined additional Requirements & miscellaneous (240-105658000)
Customer specific requirements & other standards and required can be listed and evaluated here
E.1 Form A is completed and signed. E.2 Add other requirements (if applicable) as per the scope of work and/ or specification

25 Procurement

26 People

27 Minimum requirements of people employed

No constraint anticipated. The people who are executing the work onsite need to be reflected in the safety file. New people to be approved by the safety officer and safety file to be revised.

BBBEE and preferencing scheme

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

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

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

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

Supplier Development Localisation and Industrialisation

SDL&I Reporting & Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
 - Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
 - Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
-
- Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.
 - For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
 - Alternatively, the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the supplier and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

CORPORATE SOCIAL INVESTMENT (CSI)

It is expected for the tenderer to participate in a contribution to the Kriel area local community initiative 2% per invoice value.

No money will be exchanged. In co-operation with the relevant Kriel Committee, the contractor will be approached to contribute the CSI value at the time towards a project on the identified list. The contractor will be directly involved.

28 Subcontracting

29 Preferred subcontractors

Subcontractors can be used following the *Project Manager's* acceptance to any of the below:

- EME or QSE entities at least 51% owned by Black Youth Owned;
- EME or QSE entities at least 51% owned by Black People with Disability.
- EME or QSE entities at least 51% owned by Black People;
- EME or QSE entities at least 51% owned by Black Women
- EME or QSE entities at least 51% owned by Black People with Disabilities

30 Limitations on subcontracting

Appointment and managing the sub-contractor is the full responsibility of the Principal *Contractor* with the acceptance of the *Project Manager*.

31 Plant and Materials

32 Specifications

Scope of Work is described on the attached Technical Specification: **ETP 2305: Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH).**

33 Correction of defects

The defects correction period is to commence rectification within 1 week of the defect being notified to the *Contractor* by the *Service Manager* of his/her delegate or such longer period as is reasonable under the circumstances and agreed by the parties

34 Contractor's procurement of Plant and Materials

The *Contractor* shall package the pumps and transports together with QA package to Kriel Power Station stores.

35 Tests and inspections before delivery

The detailed description with regards to testing and inspection of the jacking oil pumps and their associated components are outlined on the attached Scope of Work Technical Specification: **ETP 2305: Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH).**

The Approved QCP by the *Employer* will include the intervention points that will determine which components will be inspected and tested.

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

36 Plant & Materials provided "free issue" by the Employer

There are no materials that will be given to the *Contractor* by the *Employer* as a "free issue"

37 Cataloguing requirements by the Contractor

Cataloguing is not applicable

38 Working on the Affected Property

Not Applicable as it is off-site services

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

- The *Contractor* applies for temporary access permits (*Contractor's Permit*) at the Security gate, prior to the Possession Date.
- The *Contractor* personnel are required to be in possession of a *Contractor's Permit* at all times.
- All *Contractor* personnel are issued with a temporary access permit (*Contractor's Permit*) which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date

40 People restrictions, hours of work, conduct and records

Not Applicable as it is off-site services

41 Health and safety facilities on the Affected Property

Not Applicable as it is off-site services

42 Environmental controls, fauna & flora

Not Applicable

43 Cooperating with and obtaining acceptance of Others

Not Applicable

44 Records of Contractor's Equipment

The *Contractor* shall compile report on the findings with recommendations for each pump and provide the reports Kriel Power Station Turbine Engineering.

Copies of recalibration certificate of each pump shall be supplied to Kriel Power Station Turbine Engineering.

The *Contractor* shall package the pumps and transports together with QA package to Kriel Power Station stores

45 Equipment provided by the Employer

The *Employer* will provide the lifting/rigging equipment when the items are delivered at Kriel Stores

46 Site services and facilities

47 Provided by the Employer

Not Applicable it is off site services

48 Provided by the Contractor

The *Contractor* to provide all the necessary Plant and Equipment including resources and toll as per Scope of Work to execute the Works.

49 Control of noise, dust, water and waste

The *Contractor* is expected to comply with Power Station Requirements and Procedures.

50 Hook ups to existing works

The *Contractor* is expected to comply with Power Station Requirements and Procedures.

51 Tests and inspections

52 Description of tests and inspections

The tests that are to be carried are described on the Scope of Work Technical Specification: **ETP 2305: Refurbishment, Supply and Delivery of Main Turbine Jacking Oil Pumps (Bosch Type PE 6 ZW 70/300/3 S 80/CH)**

The Contractor shall conduct recalibration test to establish correct oil delivery.

Contractor to ensure that recalibration test is always conducted on a test bench that has an up to date calibration certificate.

53 Materials facilities and samples for tests and inspections

Not Applicable

54 List of drawings

55 Drawings issued by the *Employer*

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

Drawing number	Revision	Title