NEC3 Term Service Contract (TSC3)

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

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

for **Provision of metallurgical replicas on an "as and when" required basis for a 5 year period at Kusile Power Station**

Contents:		**No of pages**
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CONTRACT No. **[ ]**

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

C1.1 Form of Offer and Acceptance [3-5]

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer* [6-15]

C1.2b Contract Data provided by the *Contractor.* [16]

[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:

Title of the Contract

Provision of metallurgical replicas on an "as and when" required basis for a 5 year period at Kusile Power Station

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all 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	The offered total of the Prices exclusive of VAT is	**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

[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*.

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

Eskom Holdings SOC Limited
Kusile Power Station
R545 Kendal/Balmoral Rd
Haartebeesfontein Farm
Witbank

(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		Christopher Nani
Capacity		General Manager
On behalf of	*(Insert name and address of organisation)*	**Eskom Holdings SOC Limited** Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the Employer.

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
	dispute resolution Option	**A: Priced contract with price list** **W1: Dispute resolution procedure** **X1: Price adjustment for inflation** **X2: Changes in the law** **X17: Low service damages** **X18: Limitation of liability** **X19: Task Order** **Z: Additional conditions of contract**
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	
	Fax No.	
10.1	The *Service Manager* is (name):	
	Address	**Eskom Holdings SOC Limited** Kusile Power Station R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	Kusile Power Station
11.2(13)	The *service* is	Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station

11.2(14)	The following matters will be included in the Risk Register	**Labour unrest** **Community strikes** **Human Resources challenges**
11.2(15)	The Service Information is in	**Part 3: Scope of Work / Service Information and all documents and drawings to which it refers.**
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	**Five (5) working days**
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	**One (1) week of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *service period* is	**60 Months**
4	**Testing and defects**	
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th 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	**60 days as per Eskom Finance Procedures**
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 Bank of South Africa Reserve Bank 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 Repo rate applicable at the time for amounts due**
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 *Employer*'s risks	**None**

9	**Termination**	**There is no Contract Data required for this section of the conditions of contract.**
10	Data for main Option clause	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**Four (4) weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**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 *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	**Prices are fixed for the first (1st)12 months of the contract. CPA will be applicable as of the 2nd year.**
X1.1	The *base date* for indices is	**Month prior to enquiry closing date.**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** | **linked to index for** | **Index prepared by**

		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.	**[●]**	**[●]**
		0.15	**non-adjustable**	
		1.00		

X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X17	**Low service damages**	Limited to 10% of the Task Order value
X17.1	The *service level table* is in	**the below table**

	Low Service Damage Description	**Value of Low Service Damages**
	Service delaying (Delaying other Contractor(s) from starting/completing their work)	5% of Task Order per day
	Service delays not finishing as per agreed upon schedule submitted to the *Service Manager*	2% of Task Order per day
	Submission of fully signed off datapacks	2% of Task Order per day
	Rework due to poor workmanship	2% of Task Order per day
	Daily Progress Updated Schedule	2% of Task Order per day
	Response of NCR within 3 days	2% of Task Order per day

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date**

		and • **the amounts excluded and unrecoverable from the *Employer*'s insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**12 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**Five (5) days of receiving the Task Order Breakdowns as stipulated by the *Service Manager* Conditions apply**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 *Employer’s* limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

Z _12_.1 Replace core clause 83 with the following:

Insurance cover 83

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

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

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

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 *Employer*’s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*’s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*’s expense, and conducted in line with South African legislation.

Z15 Exit Provision

The employer shall be entitled cease the validity of this transaction at their convenience without any further obligation, unless there is payment due for services rendered by the contractor. This is subject or conditional to head office placing a national contract.

C1.2 Contract Data

Part two - Data provided by the *Contractor.*

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*’s plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**Rands**
11.2(19)	The tendered total of the Prices is	**R**
C	**Target contract with price list**	

11.2(12)	The *price list* is in
11.2(20)	The tendered total of the Prices is **R**
E	**Cost reimbursable contract**
11.2(12)	The *price list* 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 *price list*	**[●]**

C2.1 Pricing assumptions: Option A

1. 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 *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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.

2. 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.

3. 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).

4. 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.

4.1. 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 NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ITEM 1				
1	**PRELIMINARIES AND GENERAL**				
1.1	Site Establishment for: Delivery of Office Converted Container Insulated, with Air-Con (L-6m; W-3m)	Once Off	1.00		
1.2	Site Establishment for: Delivery of Kitchen Converted Container Fitted with Single Bowl Sink with a Work Top, Fitted with Undercounter Cupboard (L-6m; W-3m)	Once Off	1.00		
1.3	Site Establishment for: Delivery of Storage Container, Enclosed with No Windows (L-6m; W-3m)	Once Off	1.00		
1.4	Site Establishment for: Delivery of Split Male and Female Ablution (L-6m; W-3m)	Once Off	2.00		
1.5	Office Converted Container Insulated, with Air-Con. (L-6m; W-3m) (2 Off)	Once Off	1.00		
1.6	Kitchen Converted Container Fitted with Single Bowl Sink with a Work top, Fitted with Undercounter Cupboard. (L-6m; W-3m)	Once Off	1.00		
1.7	Storage Container, Enclosed with No Windows (L-6m; W-3m)	Once Off	1.00		
1.8	Split Male and Female Ablution Container (L-6m; W-3m)	Once Off	2.00		
1.9	Standard PPE	Per Outage	540.00		
1.10	Safety file	Per Outage	36.00		
1.11	Medicals - Entry	Per Outage	576.00		
1.12	Medicals - Exit	Per Outage	576.00		
1.13	Police Clearance Certification	Per Outage	576.00		
1.14	Home-Work-Home - 14 Seater (2 Off)	Per Month	120.00		
1.15	4 x 2 Single Cab Bakkie (1 Off)	Per Month	60.00		
1.17	Training (Confined space) (Valid for 3 years)	Per Outage	468.00		
1.18	Training (Working at heights) (Valid for 3 years)	Per Outage	468.00		
1.19	Legal Liability training (Once Off) (2 Off)	Per Outage	108.00		
1.20	OHS Act (Valid for 2 years)	Per Outage	108.00		
1.21	Supervisory Safety (Valid for 2 years) (2 Off)	Per Outage	108.00		
1.22	Planned Job Observation (Once Off)	Per Outage	108.00		
1.23	HIRA (Valid for 2 years)	Per Outage	144.00		
1.24	Incident Investigation	Per Outage	144.00		
1.25	First Aid (Valid for 3 years)	Per Outage	72.00		
1.26	Fire-Figting Training (Valid for 2 years)	Per Outage	72.00		
1.27	Evacuation Warden (Valid for 2 years)	Per Outage	36.00		
	Total Item 1 (Preliminaries and General) Carried to Final Summary				
	ITEM 2				
2	**RESOURCES**				
2.1	**NORMAL TIME**				
2.1.1	Site Manager- Level 2 in atleast Three NDT Methods with a minimum experience of 3 years (1 Off)	Hours	5 176		
2.1.2	Replica Supervisor - National Diploma Metallurgical Engineering with a minimum experience of 4 years (2 Off)	Hours	10 352		
2.1.3	Safety Officer - SAMTRAC/national diploma and SACPM registered with a minimum experience of 3 years (2 Off)	Hours	10 352		
2.1.4	Metallurgist - Bachelor’s degree Metallurgical Engineering with a minimum experience of 5 years (1 Off)	Hours	5 176		
2.1.5	Etching Technician -National Diploma Metallurgical Engineering with a minimum experience of 2 years (4 Off)	Hours	20 704		
2.3.6	Wall Thickness Technician- Level 1 NDT Training in Ultrasonic Wall Thickness Testing with a minimum experience of 2 years (2 Off)	Hours	10 352		
2.1.6	Wall Thickness Technician- Level 1 NDT Training in Wall Thickness Testing with a minimum experience of 2 years (1	Hours	5 176		

	Off)				
2.3.7	Typist - Proficient in computer literacy and Ms office with a minimum experience of 3 years (2 Off)	Hours	10 352		
2.1.7	Fire watcher- Minimum 2 years relevant experience (2 Off)	Hours			
2.3.8	14 Seater Bus Driver - Code 10 and PDP with a minimum experience of 1 year (1 Off)	Hours	5 176		
	Sub-Total Item 2.1 (Normal Hours) :				
2.2	**OVERTIME (NORMAL OVERTIME AND SATURDAYS)**				
2.2.1	Site Manager- Level 2 in atleast Three NDT Methods with a minimum experience of 3 years (1 Off)	Hours	4 352		
2.2.2	Replica Supervisor - National Diploma Metallurgical Engineering with a minimum experience of 4 years (2 Off)	Hours	8 704		
2.2.3	Safety Officer - SAMTRAC/national diploma and SACPM registered with a minimum experience of 3 years (2 Off)	Hours	8 704		
2.2.4	Metallurgist - Bachelor’s degree Metallurgical Engineering with a minimum experience of 5 years (1 Off)	Hours	4 352		
2.2.5	Etching Technician -National Diploma Metallurgical Engineering with a minimum experience of 2 years (4 Off)	Hours	17 408		
2.3.6	Wall Thickness Technician- Level 1 NDT Training in Ultrasonic Wall Thickness Testing with a minimum experience of 2 years (2 Off)	Hours	8 704		
2.3.7	Wall Thickness Technician- Level 1 NDT Training in Wall Thickness Testing with a minimum experience of 2 years (1 Off)	Hours	4 352		
2.2.8	Typist - Proficient in computer literacy and Ms office with a minimum experience of 3 years (2 Off)	Hours	8 704		
2.3.8	Fire watcher- Minimum 2 years relevant experience (2 Off)		10 352		
2.3.9	14 Seater Bus Driver - Code 10 and PDP with a minimum experience of 1 year (1 Off)	Hours	4 352		
	Sub-Total Item 2.2 (Normal Overtime and Saturdays Hours):				
2.3	**SUNDAYS & P/H OVERTIME**				
2.3.1	Site Manager- Level 2 in atleast Three NDT Methods with a minimum experience of 3 years (1 Off)	Hours	3 277		
2.3.2	Replica Supervisor - National Diploma Metallurgical Engineering with a minimum experience of 4 years (2 Off)	Hours	6 554		
2.3.3	Safety Officer - SAMTRAC/national diploma and SACPM registered with a minimum experience of 3 years (2 Off)	Hours	6 554		
2.3.4	Metallurgist - Bachelor’s degree Metallurgical Engineering with a minimum experience of 5 years (1 Off)	Hours	3 277		
2.3.5	Etching Technician -National Diploma Metallurgical Engineering with a minimum experience of 2 years (4 Off)	Hours	13 108		
2.3.6	Wall Thickness Technician- Level 1 NDT Training in Ultrasonic Wall Thickness Testing with a minimum experience of 2 years (2 Off)	Hours	6 554		
2.3.7	Wall Thickness Technician- Level 1 NDT Training in Wall Thickness Testing with a minimum experience of 2 years (1 Off)	Hours	3 277		
2.3.8	Typist - Proficient in computer literacy and Ms office with a minimum experience of 3 years (2 Off)	Hours	6 554		
2.3.9	Fire watcher- Minimum 2 years relevant experience (2 Off)		10 352		
2.3.10	14 Seater Bus Driver - Code 10 and PDP with a minimum experience of 1 year (1 Off)	Hours	3 277		
	Sub-Total Item 2.3 (Sundays & P/H Hours):				
	Total Item 2 (Resources) Carried to Final Summary				
	ITEM 3				
3	**CONSUMABLES**				
3.1	Grinding papers 80 grit (per sheets)	No	4320		
3.2	Grinding papers 120 grit (per sheets)	No	4320		
3.3	Grinding papers 240 grit (per sheets)	No	4320		
3.4	Grinding papers 400 grit (per sheets)	No	4320		
3.5	Grinding papers 600 grit (per sheets)	No	4320		
3.6	Grinding papers 800 grit (per sheets)	No	4320		
3.7	Grinding papers 1200 grit (per sheets)	No	4320		

3.8	Cellulose acetate replica film (per piece)	No	18000		
3.9	Glass Slides (per piece)	No	18000		
3.10	Diamond Paste - 6micron (per tube)	No	72		
3.11	Diamond Paste - 3micron (per tube)	No	72		
3.12	Diamond Paste - 1micron (per tube)	No	72		
3.13	Acetone (0.5 liters)	No	360		
3.14	2% Nital (Nitric Acid + Alcohol) – Carbon steels (0.5 litres)	No	72		
3.15	Labeling materials (Markers) Set	No	180		
3.16	Emery papers (per sheets)	No	5400		
3.17	Silicon carbide papers (per sheets)	No	7200		
3.18	Alumina polishing suspension (1L bottles)	No	72		
3.19	Polishing cloths (per piece)	No	720		
3.20	Cleaning cloth 500 Sheets (per pack)	No	360		
3.21	Vilella’s reagent (0.5 litres)	No	36		
3.22	Picral (0.5 litres)	No	36		
3.23	Glyceregia (0.5 litres)	No	36		
3.24	Ethanol / Isopropanol (1 litres)	No	360		
3.25	Distilled water (1 litres)	No	720		
3.26	Acetate tape (per roll)	No	360		
3.27	Adhesive tape (per roll)	No	288		
3.28	Storage envelope (per piece)	No	18000		
3.29	Chemical resistant gloves 200 per (per box)	No	216		
3.30	Face shield (per piece)	No	144		
3.31	Safety goggles (per piece)	No	216		
3.32	Acid-resistant apron (per piece)	No	144		
3.33	Respirator (per piece)	No	144		
3.34	Spill kit - 25L Chemical/Acid PVC Bag	No	36		
	Total Item 3 (Consumables) Carried to Final Summary				
	ITEM 4				
4	**TOOLS AND EQUIPMENTS**				
4.1	Portable Grinder 500W - 1000W, Disc Size: 125mm	No	4		
4.2	Mini Angle Grinder 400W – 800W, Disc Size: 115mm	No	4		
4.3	Flexible Shaft Grinder 25,000 RPM,	No	4		
4.4	Hand files (Flat), 1200 grit minimum	No	4		
4.5	Hand files (Half-Round), 1200 grit minimum	No	4		
4.6	Hand files (Needle files), 1200 grit minimum	No	4		
4.7	Portable Metallurgical Microscope (Up to 500x), Reflected light microscope, Integrated LED, Battery-powered or portable AC	No	2		
4.8	Digital Microscope Camera, Minimum 5 MP, Connectivity: USB / HDMI, Compatibility: Must integrate with microscope	No	1		
4.9	Lighting System (LED Ring Light), Uniform illumination of replica and prepared surfaces, LED ring light (shadow-free illumination), Compatible with microscope lens, 5000K – 6500K (daylight), USB or battery powered	No	4		
4.10	Applicator Tools, Dropper bottles (chemical resistant), Glass rods / applicator sticks, Fine brushes (solvent resistant), Syringes (for controlled application), Material Compatibility: Acetone / replication solvents and Cellulose acetate application	No	20		
4.11	Tweezers, Stainless steel (non-corrosive), Fine-tip precision tweezers, Anti-magnetic preferred, Length: 100mm – 150mm	No	4		
	Total Item 4 (Tools and Equipments) Carried to Final Summary				
	ITEM 5				
5	**DOCUMENTATION AND REPORTING**				
5.1	Reports and Documentation	Sum	5		
	Total Item 5 (Documentation and Reporting) Carried to Final Summary				
	ITEM 6				
6	**OCCUPATIONAL HYGIENE SURVEYS (ALL AREAS)**				
6.1	Illumination for Office, Kitchen, Ablution and Storage Containers (valid for 2 years)	No	15.00		

6.2	Indoor Air Quality for Office container (valid for 2 years)	No	3.00		
6.3	Ergonomics (valid for 2 years)	No	3.00		
	Total Item 6 (Occupational Hygiene Surveys) Carried to Final Summary				
	FINAL SUMMARY				
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				Total Amount (Excl VAT)	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the *service*

1.1 Executive overview

Kusile Power Station Management has decided to outsource the metallurgical replicas service function to a suitably qualified, experienced, and well-established Contractor on an “as and when” required basis for a period of 5 years. This document describes the detail of the applicable plant areas, scope of work, standards, quality, requirements, specifications, terms & conditions as well as the criteria to be met to qualify for the tender.

1.2 *Employer*’s requirements for the *service*

The purpose of this document is to define the specified metallurgical replicas, scope of work activity requirements for Kusile Power Station.

The station is expected to perform at 85% EAF, 10% PCLF and 5% UCLF, and the specified metallurgical replicas outage philosophy must support this requirement, so that the steam piping plant contributing to less than 1%UCLF. It is therefore imperative that the successful and suitably qualified Contractor aligns his/her organisation fully to these specified scope activities and processes laid down in this document

1.3 Interpretation and terminology

1.3.1 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.3.2 Normative

ISO 9001 Quality Management Systems

Act No 73 of 1989 The Environment Conservation Act No 107 of 1998: National Environmental Management Act, 1998

Act No 14 of 2009 The National Environmental Act, 1989

Act No 102 of 1980 National Key Points Act, 1980

Act No 36 of 1998 National Water Act, 1998

Act No 85 of 1993 Occupational Health and Safety Act & Regulations, 1993.

1.3.3 Informative

240-98162374 Kusile Maintenance User Requirement Specification

32 - 726 Mandatory S.H.E. Requirements for the Eskom Procurement and Supply Chain Management Process

237 - 0016 Integrated Business Improvement – prevention and improvement standard

36-681 Plant Safety Regulations

NMP47-7 Application of KKS Plant Coding

36 -702 Remnant Life Monitoring

GGSS 1181	Specification for chemical product and material used in a power plant
GVLIR 0007	Safety, Health, and Environment Specifications for Contractors
ESKASAAA3	Eskom approval of personnel performing quality related special processes.
Contractor OHS Management Strategy	
Contractor Safety Improvement Plan	

The following abbreviations are used in this Service Information:

Definitions

1.3.2 Availability

Period when a system is operating satisfactory when used under specified conditions.

1.3.3 Contractor

Service provider contracted to provide a specific service to Eskom, Kusile Power Station.

1.3.4 Employer

Eskom, or Eskom Kusile Power Station or representative

Abbreviation	Meaning given to the abbreviation
AP:	Appointed Person
BOM:	Bills of Material
BU:	Business Unit
COC:	Certificate of Compliance
CT:	Current transformer
EMS:	Environmental Management System
ISO:	International Standards Organisation
KKS:	Kraftwerk Kennzeichen System
KPA:	Key Performance Area
KPI:	Key Performance Indicator
LTIR:	Lost Time Injury Rate
SSC:	Submerged Scrapper Conveyer
NEC:	New Engineering Contract
OEM:	Original Equipment Manufacturer

OHSAS	Occupational Health and Safety Assessment
OHS Act	Occupational Health and Safety Act
O&M:	Operating and Maintenance Manual
PI test:	Polarisation Index test
PLC:	Programmable Logic Controller
PM:	Plant Maintenance
PPE:	Personal Protective Equipment
PS:	Power Station
PSR	Plant Safety Regulations
PTW:	Permit to Work
QA:	Quality Assurance
QC:	Quality Control
QCP:	Quality Control Plan
QMP:	Quality Management Programme
RP:	Responsible Person
SABS:	South African Bureau of Standards
SANS:	South African National Standards
SAP PM:	SAP Plant Maintenance
SAP:	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SHE:	Safety, Health, Environment
SOW:	Scope of Work
URS:	User Requirement Specification

Roles and Responsibilities

Contractor

The responsibilities of the metallurgical replication SP include the following:

i. Comply with the Employer’s Environmental, Health and Safety standards, policies and procedures.

ii. Metallurgist must conduct pre-analysis of replicas and ensure the replicas are of good Quality.

iii. The metallurgical replication SP will send the replicas to Eskom Research Testing and Development site. The contractor will submit all the inspection reports to the Employer once all tests are completed.

iv. The metallurgical replication SP must at all times comply with Standard for Non-Destructive Testing-240-83539994, any deviations to the Standard will lead to the withdrawal of Eskom approval.

v. Attend and conduct site meetings as per client requirements.

vi. The SP shall produce a final report within 30 working days after the date of completion of the of the works or any date agreed on as per Task Order.

vii. SP’s vehicles to comply with Eskom Vehicle Standards and Procedures.

viii. SP will provide on-site representation on a 24 hour basis, seven days a week. Shift times: 07h00 to 19h00, 19h00 to 07h00 or whichever times that will be agreed between two parties.

ix. Be in a position to make use of Primavera or any project software agreed with the Employer for project tracking and reporting purposes.

x. Provide all tools and equipment required for the execution of the work

xi. Transporting metallurgical replicas to and from RT&D

The Employer

The responsibilities of the Employer include the following:

a) Inform the Replicas SP if there is a need for metallurgical replication to be done in the plant.

b) Provide information of operations prior to any metallurgical replication activity.

c) Make all necessary arrangements for the metallurgical replication SP to access site and perform the work required.

d) Send a representative to the metallurgical replication SP premises/workshop if there is any inspection, assessment or witnessing required.

e) Employer shall ensure that SP intended to be contracted have been assessed for compliance against the requirements of 240-83539994 and the relevant minimum EN ISO code requirements for each method intended to be used on site.

Process for Monitoring

a) Outage PCM
b) Outage Philosophy

Related/Supporting Documents

Not applicable

Manpower Requirements

a. The number of maintenance staff required to execute the works is to be decided by the Contractor after his/her assessment of the scope of work and submitted to the Employer for approval.

b. The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in, but not limited to, the following disciplines.

- Occupational Health and Safety Act 85 of 1993
- NEC contract management
- Quality Management Control and Assurance procedures
- Spares optimisation
- Procedure writing
- BOM compilation
- Task list development/review

c. Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified where applicable.

d. All staff brought onto site in connection with this work scope should be able to fluently speak, understand, read and write in English.

e. Proof of Contractor and staff qualifications is to be supplied on request by the Employer.

f. The Contractor ensures that all staff being brought onto Kusile site have a valid fitness certificate based on the specified plant man-job specification.

g. Provide daily supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted daily.

Applicable S.O.W

The scope of work is applicable to Metallurgical Replication for Outage at Kusile power station as and when required as per scope of work.

The system is also aligned to Kusile Power Station Outage Philosophy depicted as follows and gets reviewed yearly

Due to the PJFF design defect which leads to a reduced lifespan of filter bags, the unit Outage Philosophy will in the interim be driven by PJFF bag replacements which will occur every 12 months requiring a minimum duration of 14 days (breaker open to breaker close). Provision of 1% normal outage PCLF has been made to cater for Opportunity Outages (boiler tube leaks or any emergency repairs that might require plant shutdown). The FGD project will tie in with the outage dates that correspond to the project retrofit dates.

The temporary Outage Philosophy is as depicted on the diagram below:

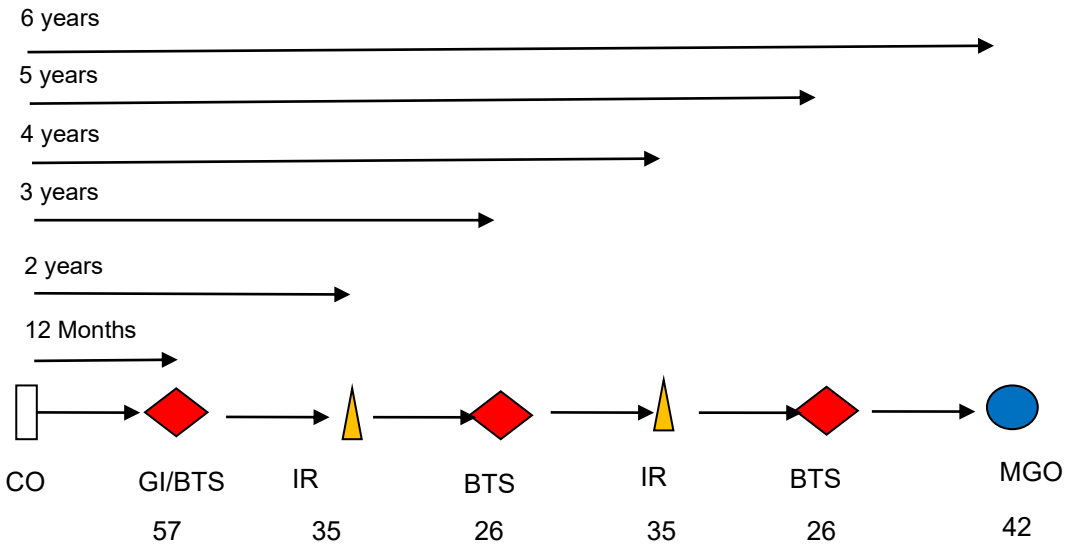


Figure 1: Interim Outage Philosophy (1st 6 Year Cycle)

Symbol	Outage type	Interval Years	Interval Hours	Duration (days)	Main activities
◆	BTS	1	8000	26	Boiler and Draught Group inspection Mill bin inspection PJFFP Bag replacement Absorber, Inlet & Outlet Duct, Emergency Quenching Nozzles, Mist Eliminators, Oxy-Blower and Reaction Tanks - Cleaning, Inspection and Refurbishment
▲	IR	2	24 000	35	Boiler and turbine auxiliaries inspection and repairs PJFFP Bag replacement Absorber, Inlet & Outlet Duct, Emergency Quenching Nozzles, Mist Eliminators, Oxy-Blower and Reaction Tanks - Cleaning, Inspection and Refurbishment
●	MGO	6	48 000	42	LP cylinder and Valves overhaul Boiler statutory inspections Generator stator and rotor inspections PJFFP Bag replacement Absorber, Inlet & Outlet Duct, Emergency Quenching Nozzles, Mist Eliminators, Oxy-Blower and Reaction Tanks - Cleaning, Inspection and Refurbishment

Table 1: Kusile Outage Philosophy

Project Implementation

The Contractor shall supply a project implementation plan including at least the following;

a) Site establishment

b) Manpower plan

c) Organogram

d) Skills required and associated cost per skill (e.g. artisan, site manager, etc.)

General

a) All works will be subject to an inspection by the employer.
b) The contractor shall carry out all plant activities as per the Outage PCM.
c) The contractor is to ensure that the work area is kept clean on completion of any work done.
d) The contractor to execute the works within the times stipulated on the schedule.
e) The employer is to schedule all Outage tasks in conjunction with the Eskom Outage PCM.
f) The contractor shall ensure that any witness, hold points are strictly adhered to.
g) Before work starts on site, an inaugural meeting is held with the contractor and the employer, to explain in details all the requirements of the site regulations.
h) The contractor is issued with a file of current site regulations on arrival. The file remains the property of the employer.

Communication and correspondence

a) All correspondence includes:

i. Kusile Power Station
ii. Employer’s Contract number
iii. Contract description
iv. Correspondence subject matter
v. Employer’s name and contact details
vi. Contractor contact details
vii. Date

b) Where appropriate the correspondence includes the Employer’s reference and is delivered as a single package.
c) All communications from the Contractor are numbered sequentially with a prefix as advised by the Employer. The Employer responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

Contractor’s organisation

The contractor submits a project organogram to the employer for acceptance, indicating the contractor’s and the sub-contractor’s employees

Tender requirements

a) A proposal is to be submitted by the tenderers for the above-mentioned scope of work.
b) Hereafter a contract shall be negotiated with the successful Contractor.
c) The appointment of a Contractor is at Eskom’s (The Employer) sole discretion taking into account the factors which Eskom considers relevant.

d) The Employer shall perform evaluation based on the criteria of commercial, financial and technical evaluation as per specific applicable enquiry document.

e) The tender prices shall be completed as per the pricing structure.

Testing and Inspection Schedule

Test and inspection schedule to be determined by Outage philosophy, all outages are executed as per the approved outage philosophy

2 Management strategy and start up.

2.1 The *Contractor*'s plan for the *service*

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

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

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

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

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.
Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.
Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
The following text could be used as a model for this section:

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Kusile PS or MS Teams	*Employer and Contracto*r
Overall contract progress and feedback	Monthly on TBC at TBC	Kusile PS or MS Teams	*Employer and Contracto*r
Statutory safety meeting (Toolbox talk)	Daily at 07:15am	MS Team	*Employer*, *Contractor* and *Others*

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.

2.3 *Contractor*’s management, supervision and key people

Contractor’s organisation

The contractor submits a project organogram to the employer for acceptance, indicating the contractor’s and the sub-contractor’s employees

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

The standard forms to be used by the *Contractor* in the administration of the contract, such as early warning and compensation event notifications are to be submitted to the *Employer* and shall be on the NEC document format which shall be made available to the *Contractor* by the *Employer*.

All formal contractual communication shall be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself. Emails shall only be used to follow up on formal contractual communication or for information purposes only. All formal contractual communication shall have a reference number in a chronological sequence.

2.6 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 *Service Manager* 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*s provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- The invoice is to be submitted to **invoiceseskomlocal@eskom.co.za** once confirmed with the payment certificate.

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

2.7 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.

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

Refer to core clause 52.

2.9 Insurance provided by the *Employer*

Refer to Core Clause 86.1

2.10 Training workshops and technology transfer

N/A

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

N/A

2.13 Management of work done by Task Order

Refer to secondary clause X19

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

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

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHE spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796 to this Service Information.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure SHE spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796 to this Service Information

3.3 Quality assurance requirements

Quality and Documentation Control

The Contractor shall comply with Quality criteria and constrains in the annexure SHE spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796

a) The contractor will submit a QCP which will be overseen by Eskom and will ensure that the relevant documentation is available on site prior to execution

c) All Quality References and Standards applicable to this SOW will be adhered to.

d) The Contractor shall utilise the Employer’s quality documentation management system and processes.

e) The Contractor shall provide technical support for related service rendered.

4 Procurement

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

4.1 People

4.1.1 Minimum requirements of people employed

Refer to the Roles and Responsibility of the Contractor above

4.1.2 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.

TBC

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

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.

4.2 Subcontracting

4.2.1 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.

TBC

4.2.2 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.

4.2.3 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.

TBC

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

TBC

4.3 Plant and Materials

4.3.1 Specifications

Refer to the Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station

4.3.2 Correction of defects

Refer to NEC TSC Core clause 4

4.3.3 *Contractor*’s procurement of Plant and Materials

Refer to NEC TSC Core clause 70

4.3.4 Tests and inspections before delivery

Refer to Core Clause 41.1

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

N/A

4.3.6 Cataloguing requirements by the *Contractor*

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

5 Working on the Affected Property

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

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

Refer to Kusile Power Station: Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796

People restrictions, hours of work, conduct and records

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

5.2 Health and safety facilities on the Affected Property

OHS spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796

5.3 Environmental controls, fauna & flora

Environmental spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station

5.4 Cooperating with and obtaining acceptance of Others

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

5.5 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.

5.6 Equipment provided by the *Employer*

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

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

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

5.7.2 Provided by the *Contractor*

Contractor is to provide accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor*’s own facilities. Also De-establish the facilities upon completion of the contract.

5.8 Control of noise, dust, water and waste

OHS spec for OHS spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796

5.9 Hook ups to existing works

OHS spec for Provision of metallurgical replicas on an “as and when” required basis for a 5 year period at Kusile Power Station: KUS-20250796

5.10 Tests and inspections

5.10.1 Description of tests and inspections

Refer to core clause 40.

5.10.2 Materials facilities and samples for tests and inspections

Refer to core clause 40

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A

Drawing number	Revision	Title