



NEC3 Term Service Contract (TSC3)

Between ESKOM HOLDINGS SOC LIMITED
1. (Reg No. 2002/015527/06)

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

for Provision to perform parallel and correlation test at
Hendrina Power Station for a period of sixty (60)
months.

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Title of the Contract:

Provision to perform parallel and correlation test at Hendrina Power Station

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Tebogo Lekalakala

Capacity

Hendrina Power Station General
Manager

**for the
Employer**

Eskom Holding SOC Limited
Hendrina Power Station
1 Impala Street, Pullenshope, 1097

(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

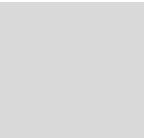
Tebogo Lekalakala

General Manager

(Insert name and address of organisation)
Eskom Holding SOC Limited
Hendrina Power Station
01 Impala Street, Pullenshope, 1097

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17 Low Service Damage
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person 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):	Goitsewang Kgwatlhe
	Address	Hendrina power Station
	Tel	017 749 5416
	Fax	
	e-mail	kgwatlg@eskom.co.za

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The <i>service</i> is	Perform parallel and correlation test at Hendrina Power Station
11.2(14)	The following matters will be included in the Risk Register	-As agreed by sites
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	the Contractor's liability for defects due to his workmanship that are not listed on the defect certificate is limited to: See overall limitation of liability in Option Z
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Within 4 hours or any other period agreed between the parties
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Sixty months
4	Testing and defects	Defect date is 52 weeks after completion of each Task Order. The defect correction is 24 hours or any other period agreed between the parties.
5	Payment	
50.1	The <i>assessment interval</i> is	Withing 21 days after preliminary correlation curve is issued
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days from the day of receiving the invoice
51.4	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time standard bank of south Africa limited as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove for amounts due in Rands
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
	These are additional compensation events:	As per the NEC3 TSC standard contract.

7	Use of Equipment Plant and Materials	
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Additional to clause 80.1 of the TSC3, the following are employer risk 1. Natural disasters 2. Unavailability of power stations (closing of Hendrina power) 3. Changes to existing safety procedures
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).
83.1	The <i>Employer</i> provides these additional insurances	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Based on urgency, impact and criticality of the task and/or as stated in each Task Order or agreed between parties Four (4) weeks from issue of each task
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11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	All disputes shall in the first instance be directed at the Service manager and the Contractor site manager on site. If the dispute is not settled it would be referred to the site Senior Management and the <i>Contractor's</i> Main Representatives. Should they be unable to settle the dispute it would be referred to senior management of each organisation. Should they fail to reach an agreement, it will be referred to the person/s selected from the Eskom panel of Adjudicators by the Party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
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	
	- 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			
X1.1	The <i>base date</i> for indices is	[•].		
	The proportions used to calculate the Price Adjustment Factor are:	Proporti on	linked to index for	Index prepared by
		15%	Fixed	[•]
		85%	CPI	SEIFSA table D3
		100%		

X2	Changes in the law	In the event of any change in law affecting the Contractor's performance under this Contract, the Employer pays the Contractor any increase in prices caused by the change in law (if applicable) and grants the Contractor a reasonable extension of time if required.
X17	Low Service damages	
X17.1	The service level table is in	Annexure A table
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.3	The <i>Contractor's</i> 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 <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> 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 <i>Employer's</i> property, Plant and Materials), - death of or injury to a person and - infringement of an intellectual property right.
X18.5	The end of liability date is	12 months after the end of the service period.

X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	24 hours or as agreed between the parties
X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	The Parties to identify, agree on KPI's and measure these during the 1st three months of the contract.
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Preliminary correlation curve within 7 days of the test and a report within 4 weeks of the test.
Z	The <i>additional conditions of contract</i> are	Z1 to Z11 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 and the Electricity Distribution 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 substantially 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 Works.

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

Z4 Ethics

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

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

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

Z5 Confidentiality

- Z5.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z5.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z5.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

- Z7.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z7.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z8.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z8.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z9 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 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 Define cost. Delete clause 11.2 (5) and replace by:

Define cost is cost payment made by the *contractor* in providing the service for

- People who are employed by the *contractor* at the rates in Annexure E.
- Plant and Materials
- Work subcontracted by the *contractor*
- Consumables
- Equipment as per annexure E
- Accommodation of people employed by *contractor*

Compensation events: these are additional compensation events

- Z12**
- Inclement weather conditions
 - Contamination from toxic or hazardous chemical substance under the care of the employer or by any person employed by or contracted to the employer including the contractor; and
 - Power and air supply disruption except that which is the responsibility or under the control of the contractor

Z14 Providing the service: Add to clause 20:

- Z14.1 The *contractor* has no responsibility for
- Damaged caused by ordinary wear and tear, unintended use, misuse, abuse, improper or unsuitable environment, improper storage, installation, maintenance, operation and repairs by the employer or by person not under Contractors direct supervision and
 - Failure by the employer to notify the contractor within 7days after defect becomes visible or other causes beyond the reasonable control of the *contractor*.

Z14.2 The *Employer* is responsible for providing work access to a defect, including disassembly opening up and closing part of the affected property, plant and material which was not in the contactor original scope

Annexure A: Penalties for low service damages schedule

KPI & Penalties
Amount Performance level (KPI)
R 5 000 If the report is late.
R 1 000 No response to NCR
Budget: The majority of the risk that may lead to compensations will be identified with mitigating actions on the risk assessment. Assessments are done as per the contract task order. Compensation events to be notified immediately to enable accurate financial commitments. In the Event of the Contractor contravening any of the financial requirements, Defect notifications will be issued.
Time: <i>The Contractor</i> submits a preliminary correlation curve within 7 days of performing the test and a report within 4 weeks of performing the test. Failure to comply with these allocated times will lead to Early Warnings being issued and in the case of continuance, a Defect Notification.
Quality: <i>The Contractor</i> to comply with all the Employer's Quality requirements and policies. On commencement of the works, the QIP will be signed by the Employer. It shall show all hold points and witness points for all critical activities. QIP's shall be signed before assessments are made. For non-compliance, Early Warnings shall be issued with follow-up meetings and in case of continuance, Defect Notifications shall be issued.
Safety: <i>The Contractor</i> attends induction and submits a safety file. The Employer Permit regulations will be strictly adhered to and monitored. In case of Safety violations, the work shall be stopped and Defect Notifications Issued. 0% tolerance on safety issues, ignorance will lead to termination of contract
Environmental: <i>The Contractor</i> to comply with all the Employer's Environmental requirements and policies. On completion of the works, the QIP will be signed by the Employer. For non-compliance, Early Warnings shall be issued with follow-up meetings and in case of continuance, Defect Notifications shall be issued.
<i>Please Note: If the Contractor fails to comply after two Defect Notifications have been issued, the Employer is in the position to consider termination of the contract</i>

Annexure B: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

- 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.
- 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.
- 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/live/content.php?Item_ID=9248

Annexure C: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031) (Fax :+27 (0)86 668 0419) E-mail: Leighton.Itholeng@eskom.co.za

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract (June 2005) 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	As agreed upon by site (Hendrina Ps)
11.2(15)	The Service Information for the Contractor's plan is in:	The Service Information and in each Task Order as applicable
21.1	The plan identified in the Contract Data is contained in:	As stated in each Task Order
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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 _____	Part 2 pricing data
11.2(19)	The tendered total of the Prices is _____	R _____

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

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

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*

The Price List is as follows:

Item	Activity Description	Quantity	UoM	Rate	Total amount	Frequency
1	Full statutory correlation tests – North & South stack					
1.1	• North stack PM correlation & QAL2 tests	8	Days			2
1.2	• South stack PM correlation & QAL2 tests	8	Days			2
22	Bi-annual Isokinetic sampling					
2.1	• North stack: perform Isokinetic sampling of pollutants (particulate matters, O2, CO2, SO2 and Nox)	8	Days			2
2.2	• South stack: perform Isokinetic sampling of pollutants (particulate matters, O2, CO2, SO2 and Nox)	8	Days			2
3	Spot checks					
3.1	• North stack: PM correlation test & QAL2 test at 100%MCR	2	Days			2
3.2	• South stack: PM correlation test & QAL2 test at 100%MCR	2	Days			2
4	Preliminary and general expenses					
4.1	• Site establishment	1	No			2
4.2	• Site de-establishment	1	No			2
4.3	• Safety requirements (medicals, PPE, safety file)	1	No			2
4.4	• Accommodation	8	Days			
4.5	• Travel to site per km	2000	KM			
4.6	• Report	1	Sum			

Total Excl VAT

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The Employer intends to comply with Environmental regulations in terms of the particulate emissions and the required correlation tests. In order to comply the Employer will carry out the following particulate emission monitor full correlation and correlation spot checks on both the north and south smoke stacks.

The Employer intends to achieve this by acquiring the services of the tests.

1.2 Employer's requirements for the service

Scope: North and South Stacks	
Activity	Responsible person
1. Ensure a QCP is in place and signed by engineering before any work commence	Contractor
2. General Scope Requirements:	
The supplier must conduct: - Dust Monitor Correlation Test (Isokinetic Sampling) - Gas Monitor Parallel Verification Test (QAL2) - Biannual Isokinetic Sampling - Spot Checks - as and when required. NB. All tests will be conducted by SANAS accredited labs or labs accredited by similar foreign authorities.	Contractor
3. Dust Monitor Correlations Test (PM):	
- Particulate emissions correlation tests shall be conducted every two years unless more frequent checks are required by the power station's AEL. - The Minimum Emission Standards (MES) requires that continuous emission monitoring systems must be audited by a SANAS accredited laboratory at least once every two (2) years. While the SANAS accreditation process is still being developed, this requirement will be satisfied by the bi-annual correlation tests and spot checks conducted by independent consultants. - Once the SANAS accreditation process is finalized, a SANAS accredited provider must be used to perform the correlation tests and spot checks. - Frequency of test – Each dust monitor shall be correlated at least once every two years.	Contractor

Spot checks – a spot check will be conducted on each monitor to confirm the readings and is done as and when required. Estimating two spot checks per year.	
4. Parallel (QAL2) Verification Test (VT) Requirements for Gas Monitors:	Contractor
- The Verification Tests is a procedure which is used to evaluate whether the measured values obtained from the AMS still meet the required uncertainty criteria – as demonstrated in the previous QAL2 test. It also determines whether the calibration function obtained during the previous QAL2 test is still valid. The validity of the measured values obtained with the AMS is checked by means of a series of functional tests as well as by the performance of a limited number of parallel measurements using an appropriate SRM. - Frequency of test – Verification Test on each gas monitor shall be conducted at least once every two years. - Spot checks – a spot check will be conducted on each monitor to confirm the readings and is done as and when required. Estimating two spot checks per year. - Gas flows verifications- Gas flows to be verified as when required.	Contractor
5. Biannual Isokinetic Sampling:	
- Biannual Isokinetic Sampling to be conducted as per Annexure A of GN 893 22 November 2013. This is a requirement as per Hendrina Power Station AEL No: 17/AEL/MP312/11/16. - Frequency of sampling – Isokinetic sampling of pollutants (PM, SO₂ and NO_x) to be conducted once every two years.	Contractor
6. Spot Checks:	
- Spot check will be conducted on each monitor to confirm the readings and is done as and when required. The Spot check comprises isokinetic traverses that will compare measured emission to that predicted by the correlation. The Spot check will be done at normal operating conditions, most experienced. If these points fall outside the 95% confidence bands, then a full correlation is required as a continuation of the Spot check tests or as soon as practically possible after the Spot check tests. - Frequency of spot check – As and when required. Estimating two spot checks per year.	Contractor

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Eng.	Generation Engineering
kPa	Kilo Pascal
m	meter
m/s	Meters per second
m ²	Square meter
mg/Nm ³	Milligrams per standard cubic meter (at 0 °C, 101.3 KPa, normalised to 1% O ₂ , Dry)
°C	Degrees Celsius
Am ³ /s	Actual cubic meter per seconds
CFD	Computation Fluid Dynamics
dtex	Decitex
CEMS	Continuous Emission Monitoring System
g/m ²	Gram per square meter
AMS	Automated Measuring System
g/Sm ³	Grams per standard cubic meter (at 0 °C and 101.3 KPa)

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

2.1.1 The *Contractor* submits a program for acceptance by the *Service Manager* prior to commencing with the work. The program will be updated on a weekly basis.

2.2.2 The program is in Microsoft Excel or MS Project and shall include the following:

- The hour duration of each activity,
- The working calendar (number of work-hours per day, days per week),
- The exact quantity of people per day,
- All phases and interfaces

2.2.3 The *Contractor's* program activities must fit in with the interface activities of other *contractors*, and must be indicated. These interfaces must include activities such as scaffolding, lagging, electrical and instrumentation work.

2.2.4 Activities will only be recorded as complete when the quality inspection plan for the activity is returned to the *employer's representative* with all the relevant signatures, including that of the quality controller.

2.2.5 The frequency of updating is listed on the task order. More regular updating may be required on the critical path activities.

2.2 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	As and when required	<i>Service Manager's</i> office / MS Teams	Employer, Contractor, Supervisor,
Site (Kick Off) meeting	First working day after official contract is placed	Service Manager's office / MS Teams	<i>Employer's</i> Service Team, Contractor
Early Warning Meetings	As required	Service Manager's office / MS Teams	Engineer, Contractor, Supervisor and Service Manager
Overall contract site meeting	Last week of the month	Service Manager's office / MS Teams	Employer, Contractor, Supervisor,
Weekly work progress and plant risks meeting	Mondays and Wednesdays	Quality boardroom	Employer, Contractor, Supervisor,

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

The *Contractor* ensures that qualified personnel are used onsite. The *Contractor* provides a site supervisor or project manager to supervise, monitor, control and coordinate all activities during the execution of the project.

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

At the site (Kick Off) meeting to be held, the documentation is identified with an alpha numeric, which indicates source, recipient, communication number, etc.

All contractual communications are in the form of properly compiled letters or forms attached to e-mails and as a message in the e-mail itself.

The routing of all written communications will be between the *Employer* and the *Contractor* only, any agreements between the *Contractor* and any other person representing the employer which has not been routed via the Service Manager is null and void.

Any instructions written or verbal resulting in any changes to the duration, quality, cost of the service may only be received from the Service Manager

2.6 Invoicing and payment

Within one week of receiving an assessment 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:

Eskom Holdings SOC Limited
Hendrina Power Station
Accounts Payable
PO Box X 1003
Pullenshope
1096

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)

Payments are done within 30 days after receipt of tax invoice.

2.7 Contract change management

For any changes on the contract standard, NEC forms must be used.

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

The *Contractor* keeps records of all equipment and people employed on site which the *Employer* has access to at any time in order to access compensation events for the period of this contract.

2.9 Insurance provided by the *Employer*

Refer to the TCS3 Core Clause 83.1

2.10 Training workshops and technology transfer

The *contractor* will be required to attend Plant safety regulations refresher course and other courses related to his work.

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

The execution of works to be handled by the use of a task order according to the price listing stipulated on this contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* is to ensure that all his personnel attend a Health and Safety Induction Course presented by *Employer* daily from 09:00 to 11:00, free of charge prior to commencement of any *works*. This is a two (2) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

- (a) The *Contractor* works strictly to regularly updated risk assessment.
- (b) The *Contractor* ensures supervised and authorised entry into the plant.
- (c) The *Contractor* barricades the entire perimeter of the site.
- (d) The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- (e) The *Contractor* complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the *Employer's* safety and operating procedures.
- (f) The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith.
- (g) The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations or operating procedures.
- (h) All employees of the *Contractor* must attend a safety induction course before they are allowed to work on site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
- (i) The *Contractor* holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- (j)
- (k) The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.
- (l) The *Contractor* complies with the health and safety requirements contained in Appendix A, B, C and D to this Works Information.
- (m) The *Contractor* familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly. The *Consultant* specifically addresses all risks related to work in any area by means of a written and approved risk assessment, which is compiled in liaison with the *Employer*
- (n) The following risks have been identified by the *Employer*, and the *Contractor* shall include these in his risk assessment:
 - Injury caused by hand tools
 - High noise level
 - Falling when working at heights
 - Welding which may result in burning
 - Movement of stairs while walking
 - Falling into open trenches while walking
 - Access and working in the confined space

- (o) Any tampering with the *Employer's* fire equipment is strictly forbidden
- (p) 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
- (q) In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 5555
- (r) Take the necessary action to safe guard the area to prevent injury and spreading of the fire
- (s) *Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimize all the possible risks.

3.2 Environmental constraints and management

The Contractor ensures that all equipment used in the designs conform to all applicable environmental legislation

The *Contractor* adheres to the Employer's Environmental Management System that must meet the requirements for the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004

The EMS requirements are detailed in the latest revision of the following documents, which are available from the Project Manager on request, and include:

- ☐ The Hendrina Power Station Environmental Policy (HSPPPIN005)
- ☐ The Environmental Emergency Preparedness Procedure (HSPPIN032)
- ☐ The Prevention & Cleaning of Oil Spills Procedure (HSPPON003)
- ☐ The Waste Management Procedure (HSPPIN003)
- ☐ The Roles and Responsibilities Procedure (HSPPIN028)
- ☐ The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
- ☐ The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the Employer's Representative
- ☐ Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative
- ☐ All operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract

The *Contractor* is responsible to comply with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of Employer's EMS during the duration of this contract

The *Contractor* is responsible to ensure representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3011 or (013) 296 3910 or (013) 296 3013

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

3.3 Quality assurance requirements

All Quality Control Documentation are submitted to the Project Manager within 14 days after contract date or on the start date, whichever is earlier, and the test certificates to be submitted from each relevant test

The *Contractor* obtains pre-approval from the *Employer* for all design drawings before installation

The *Employer* carries out random and scheduled inspections on the plant

The *Contractor* complies with the Employer's Quality Requirements as specified in Eskom Generation Standard (GGS 0462) and the QM-58.

The contractor complies with Eskom Hendrina Power Station's Quality Procedure HSPPA/006.

The contractor complies with ISO9001/2.

The contractor ensures no work commences unless a QIP is approved by the Purchaser's engineering and quality control departments.

The contractor allows for the purchaser to allocate additional witness and hold points.

The contractor ensures the QIP is signed off by the Purchaser's engineering and quality control departments when the work is completed.

The contractor adheres to hold points and interventions that are a mandatory requirement and the manufacturer is not allowed to waive any interventions without a written instruction from the employer to the contractor.

The contractor provides any check sheets, test results, calibration certificates and supporting documentation for the works.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* is responsible for the provision of transport of his own personnel. The cost thereof is to be negotiated and agreed with the delegated the service manager.

4.1.2 BBBEE and preferencing scheme

N/A

4.2 Plant and Materials

The materials required to execute the projects will be supplied by the employer, however, the *contractor* will be required to provide some material according to the items listed on the price listing

4.2.1 Specifications

Employer's Health And Safety Requirements	
Occupational Health And Safety Act, Number 85 Of 1993	OHS Act 85 Of 1993
Quality Requirements For Engineering And Construction Works	ESKASAAA3: Rev 0

Plant Safety Regulations	OPR 3305
SABS Quality Standards	SABS ISO 9000
Occupational Hygiene	NWS 1489
Commissioning	NWS 1007/P
Accident Prevention Activity Report	NWP 5051

4.2.2 Correction of defects

The *contractor* remains responsible for the defect corrections which resulted from him performing work on the specific plant area. The correction period is 52 week

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

- Fork lift
- Scaffold
- Electricity
- Crane

5 Working on the Affected Property

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

Contractor appoints people to attend *Employer's* Authorised Supervisor and Responsible Person Course. No work will commence without an accredited Authorised Supervisor and accredited Responsible Person on site. Allow a minimum of 4 weeks for authorisation. The *Employer* provides training free of charge

5.2 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 on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

The *Contractor* is provided with an on-site Medical Centre for 1st aid and minor injuries. The Contractor arrange annual medical screening of the employees once per year.

5.4 Environmental controls, fauna & flora

As per the *Employer's* procedure: The Hendrina Power Station Environmental Policy (HSPPPIN005)

5.5 Cooperating with and obtaining acceptance of others

Only the *Employer* will at times be part of the project work areas, no other *Contractors* will be involved. The Contractor cooperates with others to ensure proper execution of works at the plant or system's boundaries.

5.6 Records of *Contractor's* Equipment

The *Contractor* keeps records of all equipment on site which the *Employer* has access to at any time in order to access compensation events for the period of this contract.

5.7 Equipment provided by the *Employer*

The *Employer* provides crane and forklift upon 24 hours request made by the *Contractor*.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required.

Power is available at the existing points. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works. The *Contractors'* Electrical Distribution Boards shall comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

The *Contractors'* electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date. The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance. All *Contractors'* electrical distribution boards are earthed to the steel structure of the plant.

The *Employer* provides the *Contractor* access to identified existing ablution facilities.

The *Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Service Manager. The *Contractor* restores the site to its original state i.e., clean and no rubble. Inspection is held by the Service Manager and signed off.

5.8.2 Provided by the *Contractor*

The *Contractor* to bring whatever deemed necessary to complete the work.

The contractor provides standard PPE as per the price list: Proof of issued PPE to be submitted to the service manager as and when issued.

•Control of noise, dust, water and waste

As per *Employer's* Environmental procedure specified on section 2.4 above

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A.

6.2 Technical specifications:

N/A.